

RESOLUTION NO. 25-R-53

A RESOLUTION RATIFYING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LIZ BROWN-REEVES CONSULTING, LLC FOR GOVERNMENT RELATIONS AND LEGISLATIVE LOBBYING RELATED TO THE CHICAGO BEARS REDEVELOPMENT OF ARLINGTON INTERNATIONAL RACECOURSE AND OTHER PUBLIC PURPOSES

WHEREAS, the City of Rolling Meadows, as a home rule unit of local government as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village of Arlington Heights and an affiliated entity of the Chicago Bears Football Club, among other parties, have declared in a memorandum of understanding (“*MOU*”) their collective interest in redeveloping the former Arlington International Racecourse (“*Site*”) as a mixed-use transit-oriented development including a stadium capable of hosting National Football League games and other sporting and entertainment events as well as other entertainment and hospitality uses (“*Project*”); and

WHEREAS, the size and scope of the Project will necessarily generate both positive impacts and challenges that will affect the entire surrounding region and will uniquely affect the City and its residents; and

WHEREAS, the City surrounds the Site on three sides and the redevelopment of the Site with the Project will necessary utilize the City’s infrastructure and affect the City’s provision of public services important to the public health, safety, and welfare; and

WHEREAS, the parties to the MOU intend to seek legislative action from the Illinois General Assembly and the Governor of the State of Illinois in order to develop the Project; and

WHEREAS, the City Manager has entered into a Professional Services Agreement (“*Agreement*”) with Liz Brown-Reeves Consulting, LLC (“*Consultant*”) to provide governmental relations consulting and legislative lobbying (“*Services*”) concerning the Project, the redevelopment of the Site, and other matters concerning the City which may come before the General Assembly; and

WHEREAS, the continuation of the Agreement is expressly subject to, and contingent upon, ratification by the Corporate Authorities of the City of Rolling Meadows; and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the public interest that the City engage Consultant to provide the Services and to authorize and ratify the City Manager's engagement of the Services.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Rolling Meadows, Cook County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: Pursuant to the City's Purchasing Manual and the City's home rule authority, the City Council hereby approves and ratifies the City Manager's execution of the Agreement with Consultant attached as *Exhibit A*.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 27th day of May, 2025.

AYES: O'Brien, Boucher, Reyez, Koehler, McHale

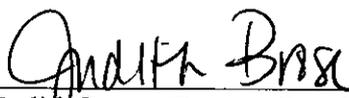
NAYS: 0

ABSENT: Budmats, Vinezeano



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Exhibit A

Agreement

**Agreement between THE CITY OF ROLLING MEADOWS, ILLINOIS
and LIZ BROWN-REEVES CONSULTING, LLC
for the furnishing of PROFESSIONAL SERVICES
for GOVERNMENT RELATIONS CONSULTING AND LEGISLATIVE LOBBYING (2025)**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 15th day of MAY, 2025, and is by and between the **CITY OF ROLLING MEADOWS**, an Illinois home rule municipal corporation ("**City**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work identified below:

Consultant Name ("Consultant**"):** Liz Brown-Reeves Consulting

Address: 600 S. 2nd St., Ste 400
 Springfield, IL 62704
 Attn: Liz Brown-Reeves

Agreement Amount: \$5,000 per month

B. Description of the Services. The Consultant will act as the City's lobbyist and provide ongoing government relations consulting and legislative lobbying services as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in this Agreement and the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement. The City Manager, or their designee, shall provide direction to the Consultant as to the City's legislative priorities and the City's desired outcomes from Consultant's ongoing performance of the Services.

C. Term; Commencement. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services for an initial term starting May 15, 2025 and ending June 1, 2026 and thereafter for one or more renewal terms

until the non-renewal or the termination of this Agreement as described herein ("**Term**"). This Agreement shall automatically renew each June 1 on an annual basis unless either party first provides 30 days written notice of its intent not to renew.

D. **Reporting.** The Consultant shall regularly report to the City Manager, or their designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. **Invoices and Payment.** The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. **Claim In Addition To Agreement Amount.**

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.

E. **Additional Services.** The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

F. **Taxes, Benefits, and Royalties.** Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of

any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. **Key Project Personnel.** Consultant's personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant ("***Key Project Personnel***"). The Key Project Personnel shall not be changed without the City's prior written approval.

B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to any such termination, reassignment, or resignation.

C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "***Confidential Information***" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement, the scope of Consultant's engagement, and the direction given to Consultant by the City in the execution of the Services pursuant to this Agreement. "***Confidential Information***" shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("***Time of Disclosure***"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the

Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence during the Term. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Non-Exclusivity; Conflict of Interest.

1. **Non-Exclusive Representation.** The engagement of the Consultant by the City is non-exclusive. The City shall not be limited from engaging with other persons to conduct lobbying activities on behalf of the client, nor shall Consultant be limited from accepting other engagements, subject to the provisions of this Section 7.B, so long as such other engagements do not interfere with Lobbyist's performance of the services.

2. **Conflicts of Interest.** The Consultant represents and certifies that, to the best of its knowledge:

- a. No elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement;
- b. As of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and
- c. Neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement. The representation by Consultant of another unit of local government does not, in itself, violate this provision so long as such representation is not in direct conflict of any interests of the City in matters relating to the Services.

3. Resolving Conflicts of Interest; Waiver. Notwithstanding the provisions of Section 7.B.2 above, should a conflict of interest arise among Consultant's current or future clients, Consultant may seek to rectify conflicts between clients, if possible, and may request a waiver from the City in each instance in order to represent another client or prospective client with interests adverse to the City. The City agrees that in each instance where Consultant requests a waiver in order to represent another client or prospective client with interests adverse to the City, the City will provide its grant or denial of such waiver within 5 business days; provided, however, that the City shall have the sole and absolute discretion to grant or deny such waiver and Consultant's sole recourse shall be the termination of this Agreement pursuant to Section 7.D.

4. Prohibition on Lobbying City. The Consultant, during the period commencing upon the execution of this Agreement and concluding one (1) year following the termination of this Agreement, shall not lobby or consult as to the lobbying of the City on behalf of any entity. This restriction shall survive the termination of this Agreement.

C. Consultant's Eligibility for City Work. The Consultant represents and certifies that:

1. The Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

2. The only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation.

3. No interested person in this Agreement as a principal is a City official, spouse or dependent child of a City, agent on behalf of any City official or trust in which a City official, the spouse or dependent child of a City official.

4. It has not solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Consultant.

5. It has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

6. No interested person in this Agreement as a principal: (1) is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224); (2) is acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person; and (3) is directly or indirectly, engaged in, and is not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

D. Termination. Notwithstanding any other provision hereof, this Agreement may be terminated as described in this Section 7.D. In the event that this Agreement is terminated pursuant to this Section 7.D, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined pro rata on the basis of the rates set forth in the Proposal. This Agreement may be terminated as follows:

1. **For Convenience.** Either party may terminate this Agreement at any time upon 30 days written notice to the other party.

2. **Failure to Ratify.** The continuation of this Agreement after June 30, 2025 is expressly contingent upon ratification of the Agreement by the Rolling Meadows City Council. If the City Council has not duly ratified the City's execution of this Agreement prior to June 30, 2025, this Agreement shall automatically terminate as of June 30, 2025.

3. **Consultant's Insolvency.** The City may terminate this Agreement upon written notice upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy: (1) if the Consultant commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Consultant takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency; (2) if a petition is filed against the Consultant under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Consultant under any other federal or state law in effect at the time relating to bankruptcy or insolvency. (3) if the Consultant makes a general assignment for the benefit of creditors; (4) if a trustee, receiver, custodian or agent of the Consultant is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Consultant is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the Consultant's creditors; or, (5) if the Consultant admits in writing an inability to pay its debts generally as they become due.

E. Compliance with Laws.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable laws relating to lobbying action, lobbying registration, political contributions, public procurement, and gifts to public officials; any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by City.** The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by City.** The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. **No Additional Obligation.** The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. **City Council Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the City Council. The City shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the City.

I. **Mutual Cooperation.** The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. **Public Statements.**

1. Consultant agrees to refrain from making any statements to the press, media or general public ("**Public Statements**"), whether written or oral, on behalf of or concerning the City, the Services, or the subject matter of this Agreement, without the prior approval of the City. This restriction shall not apply to private discussions with lobbyists, local elected officials, union leaders, members of the Illinois General Assembly, government employees and officials and their representatives and consultants; nor shall it apply to testimony given to or before the Illinois General Assembly to the extent given in compliance with this Section 7.J.

2. Consultant shall obtain the City's prior approval before giving formal written or oral testimony on the City's behalf or in Consultant's capacity as the City's representative. Any written materials submitted by Consultant on behalf of the City shall be approved in advance by the City.

K. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

B. **Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the City, the Consultant, and their agents, successors, and assigns.

D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, Illinois 60008
Attn: City Manager

Notices and communications to the Consultant shall be addressed to, and delivered at, the address identified in Section 1.A of this Agreement.

E. **Third-Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. **Authority to Execute.**

1. **The City.** The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement

and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. No Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement this 15TH day of
MAY _____, 2025.

ATTEST:

CITY OF ROLLING MEADOWS

By: Judy Brose
Judy Brose
Deputy City Clerk

By: Rob Sabo
Rob Sabo
City Manager

CONSULTANT

By: [Signature]

EXHIBIT A
PROPOSAL

2025

State Lobbying Services



Meet the “Team”

Our all-women team consists of veteran professionals who have built teams with a broad range of complementary backgrounds — including politics,, government, government affairs, stakeholder and community engagement, communications and more — who together produce impactful campaigns to support clients’ projects, programs, policies and legislation. **Meet the team:**



Liz Brown-Reeves

Principal
Liz Brown-Reeves Consulting



Samantha Brill

Lobbyist & Consultant
Liz Brown-Reeves Consulting



Kristin Rubbelke

Lobbyist & Consultant
Liz Brown-Reeves Consulting

Qualifications & Availability

We approach legislative assistance, advocacy, and support services as comprehensive, team-driven effort. By utilizing the experience and expertise learned through years of work in government. Liz Brown-Reeves Consulting provides turnkey advocacy coverage of the General Assembly.

Liz Brown-Reeves, Samantha Brill & Kristin Rubbelke are registered lobbyists in the State of Illinois.

Liz Brown-Reeves is the Firm Principal and President and primary contact for The Client.

Samantha Brill will provide administrative support, weekly report distribution, bill tracking and strategy consulting.

Kristin Rubbelke will provide legislative support and strategy consulting.

Debbie Lounseberry provides professional bill tracking to the firm. Debbie is on contract with LBR Consulting and provides live time bill, amendment and committee tracking.

Background and Statement of Staff Experience

Firm Background:

LBR Consulting was founded fifteen years ago on the idea that a government relations/ legislative relations company could have genuine personal relationships and produce results at the same time. With this approach, Liz has been proud to have successfully represented numerous outstanding businesses, associations, and nonprofit organizations.

Liz was named "Best Contract Lobbyist" by Capitol Fax in more than any lobbyist in the Illinois State Capitol - receiving the honor again in 2024. Capitol Fax is the go-to daily political newsletter covering Illinois politics.

Liz Brown-Reeves Consulting is a company that focuses on legislative assistance and support services. The nuts and bolts of LBR Consulting are lobbying and government relations. Liz Brown-Reeves knows the legislative process inside and out from the perspective of former legislative director and staff, policy expert with backgrounds in political work, substantive bill analysis, budgetary negotiations, press and media relations and general lobbying.

Biographies:

Liz Brown-Reeves is working her 25th Session at the Illinois State Capitol. Liz served as a member of the Speaker's Staff for nearly a decade. Liz served as Legislative Director running floor operations, overseeing committees, including Executive and Revenue Committees and analyzing legislation. Liz also was the Director of the Redistricting. Prior to lobbying - Liz was named "Best Legislative Staffer" as well.

Around the rail, Liz is THE go-to lobbyist for non-profits, organizations, organized labor and corporations. Liz's strong relationships with the Governor his staff and his administration, along with her deep legislative connections with legislators and staff -make Liz a lobbyist you want to have on your team. Liz has been the lead lobbyist on many of the most important pieces of legislation (energy, marijuana, gaming, capital appropriations and carbon capture) for the last several years. Liz is known for her aggressive and strategic approach to roll calls and ability to comprise and move major initiatives and budgetary items across the finish line.

On the political side, Liz served as Chief Whip and elected Delegate to the Democratic National Convention in August of 2024. Liz has run and consulted on dozens of campaigns - legislative and statewide.

Liz is a graduate of SIU-Carbondale and is very proud of being from her hometown of Eldorado in deep southern Illinois. Liz is based in Springfield where she lives with her husband, Michael (LCSW working in public schools) and her two sons Henry and Leo. Liz serves as the President of the Pleasant Plains Fine Arts Boosters and is a member of the Women's PAC.

Background and Statement of Staff Experience cont...

Biographies:

Kristin Rubbelke works with Liz Brown-Reeves as in-house lobbyist. Kristin has been an established lobbyist since 2016. With a broad range of experience, Kristin has successfully advocated on state and local levels, tackling a diverse range of client initiatives including health care, funding, municipal affairs, education, staffing, telecommunications, technology, gaming, and more. She is keen on the importance of building effective relationships at all levels. Kristin is committed to political activism. She has held roles such as precinct captain for the 47th Ward Democrats and service on their endorsement committee. Kristin currently serves as the PAC Chairwoman for the NASW-IL PAC and as a founding director of the People for Women's Empowerment PAC. Kristin is active legislative and statewide campaigns. Kristin is a Licensed Social Worker with two master's degrees, one in social work and the other in social justice. Kristin previously served as a hospital social worker. This experience has fueled her passion for advocacy as well as an interest in health care and behavioral health policy.

Samantha Brill works with Liz Brown-Reeves as in-house lobbyist. Samantha served the Pritzker Administration as the Director of Legislative Affairs for the Department on Aging. As Legislative Director, Samantha was responsible for all development, implementation and direct legislative activities including proposals, position papers, and testimony during all phases of the legislative cycle. Prior to joining the Pritzker Administration, Samantha worked for Secretary of State Jesse White as his Deputy Director of the Organ/Tissue Donor Program (ODP). Samantha collaborated with the legislative branch to effectively enact legislation impacting OPD and served as the legislative liaison for elected officials and local units of government regarding the program. Samantha has been actively involved in local and statewide campaigns, since her time at Illinois State University where she earned her Master's degree.

Past Successes

Specific examples of our successful lobbying experience include:

- Lead lobbyist for the SAFE CCS ACT (SB 1289) Carbon Capture legislation. Led environmental groups, organized labor, agriculture interests and the business community represented by the Capture Jobs Now Coalition and the Illinois Clean Jobs Coalition to create a regulatory framework to advance carbon capture storage (CCS) technology in Illinois. The legislation was negotiated in conjunction with Governor JB Pritzker's office with the goal of ensuring the technology can be deployed safely and smartly to help the state meet clean energy targets while promoting economic development.
- Led the effort on behalf of Children's Advocacy Centers to provide a 56% increase from \$5,953,256 to \$10,712,818 and allow the CACI to be the pass-through agency for the funding to individual centers in the Department of Children and Family Services (2023).
- Secured an additional \$2 million into the FY 2023 state budget to add additional veterinarians at the IL Department of Agriculture (2023)
- Lead Lobbyist for Legalize Illinois- legalizing adult use recreational cannabis in the State of Illinois.
- Passage of SB2418, the Future Energy Jobs bill, allowing for Exelon's two nuclear power plants to stay open and provide energy efficiency for Illinois' green community along with utilities.
- Secured yearly appropriation on behalf Illinois Corn Growers for the inclusion of \$1 million for corn/ethanol research (starting in 2013 - through 2025)
- The passage of legislation (SB 2266) authorizing reimbursement for client's \$2 billion project to replace Chicago's aging natural gas infrastructure (LBR was a part of the lobbying team assembled by Integrys/People's Gas).
- Secured \$6.5 million-dollar supplemental appropriation from Illinois House of Representatives & the Illinois State Senate to replace the electric switchgear.
- As lobbyist for the Illinois Council of Community College Presidents, Liz Brown-Reeves helped secure a seat for an appointed member from the Council to the Illinois Community College Board. The legislation was signed into law and is Public Act 97-1106.
- As lobbyist for development of MG Developers, Brown-Reeves was tasked with obtaining financial support from the State of Illinois for the tear down of Dixie Square Mall in Harvey, IL. Working with the Department of Commerce and Economic Opportunity, Brown-Reeves was able to obtain a \$4.1 million-dollar grant to assist the developers

Proposed Work Plan

Our Vision: The Client needs a solid presence in Illinois. Our vision for The Client is to raise your profile as a go-to resource in Illinois so that everyone wants to be a part of your work – including state legislators, state agencies & elected officials, business organizations and civic leaders.

We will bring this vision to life through executing the proposed scope of services. Outlined below is each service item along with our unique ability to execute it.

Legislative Strategy: We are experts at performing a comprehensive legislative analysis in order to diligently develop and articulate a legislative and state funding strategy. Our strategy for The Client will encompass meticulous plans for outreach to key executive and legislative leadership, House and Senate members, legislative caucuses, and pertinent committees and their Chairs. Additionally, our plan will encompass a range of activities performed by each of our lobbyists, leveraging our expertise and influence to advocate for The Client.

Grassroots Advocacy: Our lobbying team will execute a grassroots advocacy strategy for The Client to raise awareness and garner support from both the legislative and executive branches. To make this happen, we will identify influential "key contacts" within who already have established relationships with elected policymakers. Building on these connections, we will coordinate visits and draft letters of support to engage and inspire our grassroots message directly to the decision-makers.

Legislative Outreach: Our team will coordinate a legislative lobbying day for The Client, helping to secure hosts and speakers, schedule appointments with legislators and obtain any relevant proclamations. Additionally, we will actively promote attendance by legislators and special guests. Our team will also engage in other effective legislative outreach to the Illinois General Assembly such as organizing informative workshops, arranging policy briefings, facilitating networking events and fostering meaningful interactions between stakeholders and lawmakers.

Legislative Interests and Special Initiatives: We will implement a legislative strategy that is thorough and all encompassing. Our lobbying team will carefully review all relevant legislation and executive actions for The Client in real time and will then communicate important actions that need to be taken for each. We will contribute to the drafting of legislation and amendments, and we will identify and recruit bill sponsors for selected legislation.

We will actively participate in committee and subcommittee meetings, and our team will provide valuable assistance in developing fact sheets and drafting amendments to legislation. We will also have conversations with individual legislators to discuss the pros and cons of legislation or amendments that are of interest. Moreover, we will conduct in-depth research on laws and legislation pertaining to relevant policy and funding priorities.

Additionally, we will engage with key budget committee staff and executive branch officials to explore additional funding opportunities for The Client initiatives. Our extensive experience and track record demonstrate that we have successfully executed these strategies for numerous clients.

Proposed Work Plan (cont.)

Monitor State Legislation: We will monitor the Illinois General Assembly for all legislation related to Illinois budget, special programs, regulatory issues. We reviews all legislation introduced in the Illinois General Assembly including bills, amendments, conference committee reports, resolutions and proposed constitutional amendments and will alert the client and designated staff through weekly tracking reports and oral communication as issues can quickly develop during the legislative session. We has the capacity to review literally thousands of bills and embraces all aspects of the legislative process, including ascertaining client needs, determining appropriate strategies, and developing and carrying-out these strategies

State Agency / Departmental Relationships: It will be our goal to introduce The Client leadership to at key executive branch or agency officials for the purposes of developing long term strategic partnerships. We believe this is key within the current political dynamic . More than ever - state agencies are engaged in the legislative and appropriation process because of the involvement of Governor Pritzker's office as an active third branch of government. Our relationships will become yours, and we can easily build the name recognition of The Client's leadership team. We will also work with state regulatory agencies to implement rules and regulations that advance your goals. We have often moved rule changes through the Joint Committee of Administrative Rules in order to implement positive outcomes for clients.

Key Pritzker Administration Relationships (relevant to The Client advocacy work):

- Chief of Staff Anne Caprara
- Chief Legal Counsel Ann Spillane
- Policy & Legislative Director Emily Miller
- Deputy Governor Andy Manar, 1st Assistant Amanda Elliott
- Deputy Governor Bria Scudder, 1st Assistant Shareese Pryor
- Deputy Governor Grace Hou, 1st Assistant Ryan Croke
- Deputy Governor Martin Torres
- Communication Director Matt Hill
- IDOR Director David Haris
- DCEO Director Kristin Richards & Chief of Staff Becky Locker

Key Legislative Relationships (relevant to The Client advocacy work):

- Senate President Don Harmon
- Speaker Chris Welch
- Senate Minority Leader John Curran
- House Minority Leader Tony McCombie
- Leader Bob Rita
- Leader Christina Castro- Chair of Senate Exec
- Leader Elgie Sims – Senate Budget Leader
- Leader Jehan Gordon-Booth –
- Leader Kam Buckner – House Budget Lead
- Leader Eva Dina Delgado – House Budget Lead
- Leader Will Guzzardi – House Budget Lead
- Senate Majority Leader Kim Lightford
- House Majority Leader Robyn Gabel
- Senate President Pro Tempore Bill Cunningham

Proposed Work Plan (cont.)

Communications:

Will develop reports, monthly non-session reports and final legislative reports. As we have represented many different types of Associations, we have often presented on behalf of our clients at their annual board meetings.

- Expenditure and Disclosure Reports: Our lobbying team will help The Client file lobbyist disclosure reports, as we do currently with our clients.
- Partnership Strategy: To ensure effective collaboration, our team will maintain relationships with other advocacy organizations and their lobbyists/leadership. By doing so, we can identify and pursue mutually beneficial partnership opportunities, such as:
 - Hosting joint events or webinars on relevant topics.
 - Participating in cross-organizational working groups or task forces.
 - Co-authoring policy briefs or research papers.
 - Sharing resources and best practices through knowledge-sharing platforms.
 - Collaborating on advocacy campaigns or initiatives targeting shared goals.

These activities will not only strengthen our existing partnerships, but also open doors for new collaborations with other organizations.

Annual Report and Quarterly Newsletters: Whether it's an annual report, newsletter, or another medium, we are experts in developing owned content that amplifies clients' accomplishments and key messages to target audiences and stakeholders. We have directly assisted with the development of various annual reports and newsletters for clients in construction, education, government, and more. Our abilities in design and branding support this process, as we work to ensure all deliverables are uniquely tailored to the client's visual identity.

Proposed Work Plan (cont.)

Additional Legislative Duties:

- Drafting and initiation of legislation including, securing chief sponsor and accompanying co-sponsors;
- Shepherding legislation through the legislative process, including advocating as needed to ensure filed legislation is assigned to the desired committee;
- Development of comprehensive legislative strategies and legislative agenda;
- Participating in committee hearings by filing of witness slips on behalf of The Client, assisting in witness preparation, drafting of testimony and/or appearing as witnesses;
- Lobbying individual committee members and recommending favorable votes in committees or before the full chamber;
- Monitoring and assisting in the passage and defeat of legislation through direct contact with the appropriate staff and administration, related state agencies and departments and representatives of interest groups;
- Attending hearings of all House and Senate Committees assigned bills of interest to the The Client;
- Conducting of roll calls to determine the likely outcome of a committee vote prior to the bill's hearing. If votes appear short, legislators and staff would be asked to "hold" the bill until such time as the requisite votes were in order (if so desired);
- Reaching out to a bill sponsor to negotiate more desirable language through amendment(s);
- Conducting of full chamber (House or Senate) roll calls once bill has passed out of committee to the full chamber;
- Lobbying of key legislators and staff on appropriations issues of interest to the The Client;
- Scheduling and coordinating of meetings between representatives of the The Client and key legislators and staff;
- Lobbying of rulemaking bodies;
- Counsel on any state-level political matters would be provided as requested;
- Lobbying at the Executive level for passage or veto;
- Assisting with Lobbying Day

Pricing

Monthly retainer - \$5,000 a month

References

Sean Smoot, Executive Director
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