

THE NATIONAL GROUP LLP

A GOVERNMENT RELATIONS PARTNERSHIP
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SERVICE AGREEMENT

(THE NATIONAL GROUP

(MCHENRY COUNTY, ILLINOIS

THIS SERVICE AGREEMENT (“Agreement”) is made as of June 1, 2017 by and between THE NATIONAL GROUP, LLP, a partnership duly organized under the laws of the District of Columbia, with its principal place of business at 818 Connecticut Avenue, N.W., Suite 1100, Washington, D.C. 20006 (“TNG”) and MCHENRY COUNTY, ILLINOIS with its principal place of business at McHenry County Government Center, 2200 North Seminary Ave., Woodstock IL 60098 (“COUNTY”).

CONSIDERATION

Subject to the termination provisions set forth herein, TNG hereby agrees to provide federal relations consulting services to COUNTY for a period of twelve (12) months (the “Term”), commencing on June 1, 2017 and terminating May 31, 2018, in consideration of the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per month, payable at the completion of each month of service. This fee may be increased at the time of each renewal of this Agreement.

TERMINATION, REVIEW and RENEWAL

Throughout the course of this Agreement, each party has the right to determine whether to continue the Agreement, amend it in any way agreeable to both parties, or terminate the Agreement. The Agreement may be terminated by either party for any reason with 60 days written notice. On or about April 30, 2018, both parties will review the progress of the consulting activities provided by TNG toward agreed upon objectives. If it is deemed that sufficient progress has been made, this Agreement may be renewed for two (2) additional twelve (12) month periods under the same terms unless amended in a manner acceptable to both parties.

GOVERNING LAW AND VENUE

The parties agree this Agreement has been executed and delivered in Illinois and that

their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

RELATIONSHIP OF THE PARTIES

In performing Services hereunder, Contractor shall at all times act as an independent contractor and not as an agent or employee of County. The Services shall be completed to the satisfaction of County; however the actual details of the Services shall be under Contractor's control. Contractor is required to make appropriate filings with the taxing authorities to account for and make all payments required by local, state and federal authorities, including without limitation, income tax and social security payments. Contractor shall also comply, at its expense, with all applicable provisions of workers compensation laws, unemployment compensation laws, social security laws, the Fair Labor Standards Act and all other applicable federal, state and local regulations relating to the terms and conditions of employment required to be fulfilled by an employer. Contractor further agrees to indemnify and hold County harmless for any and all claims made by the above mentioned authorities resulting from performance of Services by Contractor hereunder or otherwise arising out of Contractor's breach of the obligations contained in this paragraph.

Contractor is in no way authorized to make any agreement, warranty or representation on behalf of County or to incur any expenses or implied obligation on behalf of County without first obtaining County's prior written consent.

INSURANCE

At Contractor's sole expense, Contractor shall be required to maintain at all times, for the duration of this Agreement, insurance coverage issued by a company or companies qualified to do business in the State of Illinois with a Best's Rating of A or higher and with a Best's financial size category of Class XIV or higher, in the following types and amounts:

A. Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability;

limits of liability not less than: \$500,000 per occurrence and \$1,000,000 in the aggregate;

B. Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

- \$1,000,000 per occurrence combined single limit for: Bodily Injury Liability and Property Damage Liability;

C. Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

D. Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

Contractor agrees that with respect to the above-required insurance that County shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company.

In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming County as an additional insured. A copy of the endorsement shall be provided to County along with the Certificate of Insurance.

County shall be named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, a body politic
2200 N. Seminary Avenue
Woodstock, IL 60098

Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

INDEMNIFICATION

Each party (in such capacity the "Indemnifying Party") hereby agrees to defend, indemnify and hold harmless the other party (in such capacity the "Indemnified Party") and any of its subsidiaries and affiliates and the respective officers, directors and employees of each of the foregoing entities from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs and expenses (including reasonable attorney's fees and costs of defense) in any manner arising out of or resulting from performance of the Services contemplated herein, provided that any such claim, demand, liability, loss, damage, suit, judgment, cost or expense (1) is attributed to bodily injury, sickness, disease or death of any person, or to damage to or

destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused by any act or omission of the Indemnifying Party, its employees or agents, any approved subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

Furthermore, Contractor agrees to defend, indemnify and hold County harmless from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs and expenses (including reasonable attorney's fees and costs of defense) in any manner arising out of the infringement or alleged infringement of any United States patent, trademark, trade dress, copyright or other intellectual property arising out of the Services provided by the Contractor to County.

COMPLIANCE WITH LAWS

Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.

EXPENSES

General overhead expenses are understood to be included in the monthly fee. This includes such items as document preparation, materials, telephone, faxing, duplicating, travel in and around Washington, DC.

CONSULTING ACTIVITIES

In its capacity as a consultant, TNG shall make its best effort to assist COUNTY in developing and executing a government relations plan. The nature of this plan and its objectives shall be determined by COUNTY with the advice and assistance of TNG.

In this role, TNG shall assist COUNTY in assessing its long-range federal initiatives, establishing priorities among its projects, and developing a strategic plan for expanding its government outreach activities. TNG's duties may include the following when appropriate: conduct an extensive inventory of COUNTY'S resources; develop the concept for agreed-upon initiatives; formulate a comprehensive plan and timetable for the initiatives; prepare the outline of a proposal for the initiatives; assist in the preparation of supporting documentation for the initiatives; develop legislative strategies concerning the initiatives; serve as liaison to government agencies as necessary; and monitor and report on government programs relevant to the initiatives and other possible areas of interest to COUNTY.

ASSIGNABILITY

Neither party shall assign any of its rights or delegate any of its duties or obligations under the Agreement without the express written consent of the other party.

DISPUTE ARBITRATION

Any dispute arising under this contract shall be resolved by arbitration in accordance with rules of the American Arbitration Association in Washington, D.C.

UNDERSTANDING

This Agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by both parties.

EXECUTION

In witness whereof the authorized representatives of COUNTY and TNG do hereby execute this contract.

DATE: _____

THE NATIONAL GROUP, LLP

By _____

DATE: _____

MCHENRY COUNTY

By _____