

Elsie Sutter

From: Kathleen M. Reifsnyder [reifsnyder@srd-law.com]
Date: Tuesday, December 20, 2011 5:00 PM
To: Elsie Sutter; Jay Dalicandro
Cc: Michael K. Durkin
Subject: Medina Response
Attachments: Response to Freedom of Information Act request from Medina - 12.20.11 (executed).PDF

Elsie and Jay:

Attached please find the response sent to Mr. Jon Medina's Freedom of Information Act request. Please let me know if you have any questions.

Thanks,

Kate Reifsnyder
reifsnyder@srd-law.com
Storino, Ramello & Durkin
9501 West Devon Avenue
Suite 800
Rosemont, Illinois 60018
(847) 318-9500
(847) 318-9509 facsimile
www.srd-law.com

NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited.

If you have received this message in error, please notify the sender immediately by e-mail reply and please delete this message from your computer.

Thank you. Storino, Ramello & Durkin



LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 WEST DEVON AVENUE
ROSEMONT, ILLINOIS 60018

DONALD J. STORINO
MICHAEL K. DURKIN
RICHARD J. RAMELLO
NICHOLAS S. PEPPERS
THOMAS M. BASTIAN
ANGELO F. DEL MARTO
MARY K. CONNOLLY
JAMES E. MACHOLL
BRIAN W. BAUGH
ANTHONY J. CASALE
ANDREW Y. ACKER
PETER A. PACIONE
MELISSA A. MIROBALLI

(847) 318-9500

FACSIMILE (847) 318-9509

December 20, 2011

MATTHEW G. HOLMES
KATHLEEN M. REIFSNYDER
MICHAEL R. DURKIN
THOMAS J. HALLERAN

JOSEPH G. KUSPER
MARK R. STEPHENS
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II

OF COUNSEL

IN REPLY REFER TO FILE NO.

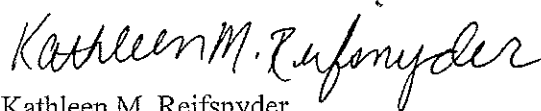
Mr. Jon Medina
2925 N. 74th Court
Elmwood Park, Illinois, 60707

Sent via regular mail

Dear Mr. Medina:

The Village of Elmwood Park (the "Village") is in receipt of your December 13, 2011 Illinois Freedom of Information Act (5 ILCS 140/1 *et. seq.*) ("FOIA") request for records relating to the Village's agreement with Mack Communications, Inc. Records responsive to your request are enclosed. Should you require additional documents, please feel free to file another FOIA request.

Very truly yours,



Kathleen M. Reifsnyder
One of the attorneys
for the Village of Elmwood Park

From: Wes Bleed [wes@mackcommunications.com]
Sent: Monday, December 12, 2011 6:53 AM
To: Peter Silvestri
Subject: Re: Tax levy

Thanks...

Wes Bleed

Mack Communications
Public Affairs & Public Relations
Office: 630-357-7552 | Cell: 630-414-3949
mackcommunications.com



On Sun, Dec 11, 2011 at 8:31 PM, Peter Silvestri <PSilvestri@elmwoodpark.org> wrote:
Our facebook contact is tmannix@constituentconsultants.com

From: Wes Bleed [wes@mackcommunications.com]
Sent: Thursday, December 08, 2011 9:48 PM
To: Peter Silvestri
Cc: John Lannefeld; Nate Brown; Gary Mack; Andrew Mack
Subject: Re: Tax levy

How about the following for the Facebook page? Feel free to edit (including whether there were public hearings on the levy, etc). I'm out of town Friday, but Nate is available if need be.

Village holds line on property tax levy for coming year

The Elmwood Park Village Board has approved a 2011-2012 tax levy ordinance to fund next year's budget. The \$12,266,496 levy represents a 1.9 percent increase in the overall levy compared to the previous year, and just under 4.5 percent when additional bond and interest payments are included.

"We're trying to hold the line on expenses as best we can," stressed Village President Pete Silvestri. "However, we did add one additional police officer to beef up public safety and a new Pace bus to provide additional service for residents."

Also adding to the higher cost of village government were contractual pay raises for some village employees and the rising cost of materials and supplies. The village levy is only one component of a homeowner's tax bill.

Wes Bleed

Mack Communications<<http://mackcommunications.com>>
Public Affairs & Public Relations
Office: 630-357-7552<tel:630-357-7552> | Cell: 630-414-3949<tel:630-414-3949>
mackcommunications.com<<http://mackcommunications.com/>>
[http://www.mackcommunications.com/uploads/5/2/8/1/5281961/4749995_orig.jpg]

On Thu, Dec 8, 2011 at 7:06 PM, Peter Silvestri
<PSilvestri@elmwoodpark.org<<mailto:PSilvestri@elmwoodpark.org>>> wrote:
The actual levy increase was 1.9 o/o. The rest is debt service. Stress the 1.9
Pete Silvestri

From: John Lannefeld
Sent: Thursday, December 08, 2011 3:34 PM
To: wes@mackcommunications.com<<mailto:wes@mackcommunications.com>>
Cc: Peter Silvestri
Subject: Tax levy

Hi Wes,

I have attached the 2010-11 and the 2011-12 tax levy ordinance pages that show the village levy portion.

The 2010-11 amount was \$11,746,350 and the 2011-12 , current year amount is \$12,266,496.

That comes to a 4.43% increase from tax year 2010-11 to tax year 2011-12. I don't know where that group got their numbers for 2010-2011 but they are not correct. They are saying that the village has increased its' portion of the tax bill by 20%, however in reality it has only gone up 4.43%.

The 4.43% increase is not that significant of an increase and it is mainly attributed to salary increases per contract employees and some minor increases in costs associated with supplies and materials. (I don't know if Pete wants to use this.)

Some Additions:

- In the 2011-12 current tax levy, we budgeted for one additional police officer to enhance public safety
- Budgeted to provide a Pace bus service to the residents of the Village of Elmwood Park
- Budgeted to put an ice skating rink in Central Park.

Wes, please call me if you need any further assistance at (708) 452-3915<tel:%28708%29%20452-3915>.

Elsie Sutter

From: Carmela Corsini
Sent: Thursday, December 15, 2011 2:05 PM
To: Elsie Sutter
Subject: FW: Mack Communications

From: Jay Dalicandro
Sent: Tuesday, November 29, 2011 9:32 AM
To: Mike Marino; Frank Fagiano; John Lannefeld; Janet Slusarz; Carmela Corsini; Dino Braglia; Robert Bormann
Cc: Elsie Sutter; Gary Mack (gary@mackcommunications.com); Murphy, Maggie; Rosemarie Biancalana
Subject: Mack Communications

We have officially signed a contract with Mack Communications to provide communication tools for all of us at the Village. They will be handling all press inquiries as well as all press releases. I will explain further at our Dec 7th Dept. Head meeting at 2:30pm. Please prepare a short synopsis of your department and send it direct to Gary Mack his email address is gary@mackcommunications.com . If you get any press inquiries refer them to Gary Mack at 630 357-7552.



Village of
Elmwood Park

John 'Jay' Dalicandro
Village Manager
11 Conti Parkway
Elmwood Park, IL 60707
708 452-3912

This message and any attachment thereto is for the sole use of the intended recipient(s), and is covered by the Electronic Communications Privacy Act (18 USC 2510 et seq.). It may contain information that is confidential and legally privileged within the meaning of applicable law. If you are not the intended recipient, please immediately alert the sender by reply e-mail, permanently remove this message and any attachments thereto from your system, and destroy any hard copies thereof; do not disclose the contents or take any action in reliance upon the information contained in this message or any attachments. If you have any doubt as to the authenticity of this message or any attachment thereto, please contact the sender immediately. Any copying, disclosure, distribution or other action taken or omitted to be taken with respect to an erroneously received or inauthentic message or attachment is prohibited.



Village of
Elmwood Park

Peter N. Silvestri
Village President
Elsie Sutter
Village Clerk
John J. Dalicandro
Village Manager
Michael Durkin
Village Attorney

Trustees
Alan L. Bennett
Sam LaBarbera
Carmen P. Forte
Alan T. Kaminski
Jeff Sargent
Angela Stranges

November 22, 2011

Mr. Gary Mack
Mack Communications
1280 Iroquois Avenue, Ste. 406
Naperville, IL. 60563

Dear Mr. Mack:

The enclosed Agreement between Mack Communications, Inc. and the Village of Elmwood Park was approved by the President and Board of Trustees at the Monday, November 21st meeting.

Please sign both copies and return one copy to me for our files.

Should you have any questions please feel free to contact my office at 708-452-3911.

Sincerely,

Elsie Sutter
Village Clerk
Enclosures:

Elsie Sutter

From: Melissa Miroballi [Melissa@srd-law.com]
Sent: Friday, November 18, 2011 11:47 AM
To: Elsie Sutter
Subject: Consulting Agreement with Mack Communications, Inc.
Attachments: Consulting Agreement with Mack Consulting - clean 11-18-11.DOC

Dear Elsie:


Attached please find the proposed Consulting Agreement with Mack Communications, Inc., as revised by the Village Attorney, and for consideration at the upcoming Board meeting. The resolution authorizing this agreement was sent to you yesterday. Please let me know if you need anything further. Thank you.

Melissa A. Miroballi
Storino, Ramello & Durkin
9501 W. Devon Avenue, 8th Floor
Rosemont, Illinois 60018
Ph: (847) 318-9500
Fax: (847) 318-9509
Email: melissa@srd-law.com

NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited.

If you have received this message in error, please notify the sender immediately by e-mail reply and please delete this message from your computer.

Thank you. Storino, Ramello & Durkin



Village of
Elmwood Park

Peter N. Silvestri
Village President
Elsie Sutter
Village Clerk
John J. Dalicandro
Village Manager
Michael Durkin
Village Attorney

Trustees
Alan L. Bennett
Sam LaBarbera
Carmen P. Forte
Alan T. Kaminski
Jeff Sargent
Angela Stranges

THE 2102nd REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ELMWOOD PARK

The 2102nd regular meeting of the President and Board of Trustees was called to order by President Peter Silvestri on Monday November 21, 2011 at 7:00 p.m. in the Village Chambers.

The Pledge of Allegiance to the Flag was recited.

A moment of silence was taken in remembrance of the men and women who are serving our Armed Forces, around the world, especially those in Iraq and Afghanistan and pray for their speedy and safe return home and with a special prayer for recently departed Nick Daniels was extended. We pray for the family and his soul.

On roll call the following trustees were present: Sam LaBarbera, Angela Stranges, Alan Kaminski, Alan Bennett and President Peter Silvestri. Absent (2): Carmen Forte and Jeff Sargent.

A motion was made by Mr. Bennett and seconded by Mr. Kaminski to excuse Mr. Forte and Mr. Sargent from the meeting. Motion carried.

A motion was made by Mrs. Stranges and seconded by Mr. Bennett to approve the Minutes of the President and Board of Trustees Meeting and Minutes of the Finance Committee Meeting held on Monday, November 7, 2011. Motion carried.

APPLICATIONS FOR APPROVAL

The Clerk presented the following applications for business Licenses:

Sign Permit	7807 W. Grand Ave. Elmwood Park, IL.	Enterprise Rent-a Car
Carpentry	1920 Middlebury Aurora, IL.	A & E Construction Grp.
Sign Installer	3628 Union Ave. Steger, IL.	All-Right Sign Inc.
Mold Remediation	7234 W. North Ave. Elmwood Park, IL.	Broad Spectrum
Concrete	18019 Edwards Rd. Antioch, IL.	C. Drennan Construction
Welding	5398 Fieldstone Way Johnsburg, IL.	C & S. Fabrication Service
Fireplace/Chimney Fireplace	7015 W. North Ave. Oak Park, IL.	Chicago and Chimney Co.
Cement	2351 Bayberry Lane Long Grove, IL.	Coast to Coast Masonry, Inc.
Roofer	4300 Lincoln Ave. Rolling Meadows, IL.	Countryside Roofing & Siding
Carpentry	1714 N. 78 th Ave. Elmwood Park, IL.	Elmwood Park Construction
Plumbing	1714 N. 78 th Ave. Elmwood Park, IL.	Elmwood Park Construction

Carpentry	301 N. Woodbury St. South Elgin, IL.	DKI/First Priority Restoration
HVAC	4315 N. Elston Chicago, IL.	Giant Mechanical
Electrical	244 Elmhurst Elmhurst, IL.	Kapco Electric
Roofer	9512 W. 47 th St. Brookfield, IL.	Licitra Roofing
Carpentry	8175 W. Bryn Maur Norwood Park, IL.	Logo Construction
Electrical	2127 Baldwin Lane Hanover Park, IL.	Nagi Construction
Carpentry	8401 N. Crawford Skokie, IL.	Netzach, LLC.
Carpentry	5837 N. Campbell Chicago, IL.	Paul McNutt Construction
Sign Installer	165 Wheeling Rd. Wheeling, IL.	Signs of Distinction
Electrical	48W605 Hinckley Rd. Big Rock, IL	Sleeth Electric
Concrete	35724 N. Franklin Ave. Ingleside, IL.	Zeo Group Inc.
Roofer	35724 N. Franklin Ave. Ingleside, IL.	Zeo Group Inc.
Home Occupation	7500 W. Schubert Elmwood Park, IL.	Ashland Leather Co.

Scavenger	2416 N. . 76 th Ave., Elmwood Park, IL.	Willy's Yonker
Business	7230 W. North Ave. Elmwood Park, IL.	The Great American Bagel
Home Occupation	1714 N. 78 th Ave. Elmwood Park, IL.	Elmwood Park Construction
Business	7230 W. North Ave. Elmwood Park, IL.	The Original Honey-Baked Ham

A motion was made by Mr. Kaminski and seconded by Mr. Bennett to approve the above applications as listed. Motion carried.

BILLS AND VOUCHERS

None at this meeting.

Public comments at 7:05 p.m.

Philip Marcantelli
2035 N. 75th Avenue
Elmwood Park, IL.

Mr. Marcantelli commented on property taxes.

Mr. Ron Anderson
3134 78th Court
Elmwood Park, IL.

Commented on flood mitigation plans and CMAP grant.

Mr. Paul Marzullo
7944 Fletcher
Elmwood Park, IL.

Commented on Village vehicles.

Mr. Elvis Hernandez
2146 73th Court
Elmwood Park, IL.

Commented on school system.

Mr. Scott Manno
1829 Thatcher
Elmwood Park, IL.

Regarding a holiday video to send to our troops.

Mr. Jeff Shihadeh
7201 W. Wellington
Elmwood Park, IL.

Commented on the Chicago public school system as compared to the suburban schools.

REPORTS OF COMMITTEES AND TRUSTEES

Mr. Bennett reported that a CMAP Report was circulated to the Board containing the status report on the staff efforts. In that letter there is also a description of the CMAP grant program.

MANAGER'S REPORT

Mr. Dalicandro reported that both the Fire Captain and Fire Lieutenant Lists have expired. The Board of Fire and Police Commissioners will begin the testing process for these two promotional eligibility lists.

The Fire Department entry level firefighter test is scheduled for December 17, 2011 at 8:00 p.m. at the Elmwood Park High School.

The mandatory orientation session is scheduled for Wednesday, December 14, 2011 at 7:00 p.m. at the Parks and Recreation Building.

Lastly, Village President Silvestri had asked Mr. Dalicandro to begin communication with Best Buy, specifically with their community relations program manager. A kick-off meeting was held on November 14, 2011. The Elmwood Park Library and Elmwood Park School District was represented at the meeting. Best Buy is interested in creating computer resource centers in our Village.

PRESIDENT'S REPORT

President Silvestri reported that his office has been in contact with Congressman Quigley's office. We will be receiving a list of all the soldiers who have died in wars that were from Elmwood Park. A memorial will be built to those men, especially Lance Cpl. Daniels, and placed at the Veterans Memorial in the Circle. This will include those who have died from 1914 to the present. This will probably be done sometime in the spring.

President Silvestri attended the 75th Anniversary dinner of the Library and congratulated the Board, Director and staff for the fine job they do.

On November 26, 2011 the annual holiday lighting ceremony will take place in Central Park from 5:00 p.m. to 7:00 p.m. There will be a big screen Christmas video and refreshments and entertainment by the Elmwood Park Choir. At 6:30 p.m. Santa will arrive to hand out treats and take pictures.

Lastly, the President announced that there are two food drives, one sponsored by the Village Board, and the receptacles are located at the Village Hall lobby, Parks and Recreation Center and the Library. There is also a "Toys for Tots" program. The bins are located at the Village Hall lobby, Parks and Recreation Center and the Circle Fire House.

COMMUNICATIONS

The President asked the advice and consent of the Board on the reappointment of John Lannefeld as the Regular Representative, and James Parenti as the Alternate to the West Suburban Special Recreation Association Board of Directors for the year 2012.

A motion was made by Mr. Kaminski and seconded by Mr. Bennett to concur with the advice and consent of the President on the above reappointments. Motion carried.

A Proclamation by President Silvestri to proclaim December 2011 as Drunk and Drugged Driving Prevention Month in the Village of Elmwood Park to promote awareness of the impaired driving problem and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

RESOLUTIONS

A Resolution Approving a Consulting Agreement Between Mack Communications, Inc., and the Village of Elmwood Park, Cook County, Illinois.

A motion was made by Mr. Bennett and seconded by Angela Stranges to approve the above Resolution.

On roll call the following voted "Aye": Sam LaBarbera, Angela Stranges, Alan Kaminski, Alan Bennett and President Peter Silvestri. "Nays": None. Absent: (2) Carmen Forte and Jeff Sargent. Motion carried.

ORDINANCES

None at this meeting.

OLD BUSINESS

NEW BUSINESS

The President announced that he was at Elmwood School last Tuesday and spoke to the students about working hard and progressing. This was part of the National Education Week Program. It was a great experience and the children were excellent.


The President wished everyone a Happy Thanksgiving.

Without objection from the Board, the President announced that during the month of December there will only be one meeting, Monday, December 5th. The December 19th meeting will be canceled.

There being no further business to come before the Board, a motion was made by Mrs. Stranges and seconded by Mr. Kaminski to adjourn the meeting. Motion carried.

Meeting adjourned at 7:20 p.m.

Respectfully submitted,


Elsie Sutter
Village Clerk



Proposal for Elmwood Park

Mack Communications is pleased to provide consulting services to the Village of Elmwood Park for purposes of public affairs matters, including public relations, media relations, crisis communications and social media strategy.

Background

Mack Communications, Inc. is a full-service boutique public relations and public affairs firm specializing in media relations, issues and reputation management, government relations, crisis communications, grass tops advocacy, and integrated digital media strategies. Gary Mack founded the company in early 1997, after having served as Chicago Press Secretary to Illinois Governor Jim Edgar for more than six years. The Mack team consists of a dozen individuals as either direct employees or outside contractors. Honesty and integrity have long been cornerstones of the company and its employees.

Mack distinguishes itself through relationships, and that philosophy is what has led to its successes. Mack Communications has been recognized by its peers for excellence. Awards include the highest national honor in the industry, the Silver Anvil Award for Public Affairs, presented by the Public Relations Society of America.

Personalized Full-Service

As a full service boutique firm, Mack is able to respond to their client's needs immediately. MC is always accessible and offers its clients personalized service. Mack is deeply committed to helping

clients with crisis communications and, as a result, is equipped and available to provide 24/7 service.

Crisis Communications Specialists

Many of Mack Communications' clients have required some level of crisis communication. The organization prides itself on the ability to create valuable messaging before and during a crisis. MC gets ahead of issues by responding proactively instead of reactively. MC's long-standing relationships with reporters and editors have been invaluable in getting our clients' side of the story told.

Mack proposes the following deliverables to the Village of Elmwood Park:

- Work with village staff and leadership to review current communication objectives and protocols
- Make recommendations for revised objectives, if any
- Streamline village's communication workflow and procedures
- Identify key staff persons to be involved in the process and supply training as needed
- Assist staff with writing style and content development for newsletters and other publications, as well as online social media.
- Handle media relations for village including creation and distribution of press releases, pitching stories to reporters and arranging media interviews for the mayor and other officials
- Review village's social media strategy
- Work with village's social media firm to coordinate strategy and coordinate flow of information
- Assist with crisis communications as needed
- Work to educate the press corps in Springfield on state legislation affecting the village.

Summary

What we offer:

- Decades of experience in journalism, public affairs, legislative affairs and communications, giving you a trusted advisor with solid media relations skills, respect and credibility on all tiers and in all geographic regions of Illinois
- Rapid and smart response to any crisis, available 24/7
- Reputation management and brand development
- Full array of multi-media messaging and online strategy and coordination.

Our extensive media contacts and strong relationships with reporters, editors and producers allow direct access to key decision-makers at the major newspapers and publications as well as television and radio news departments throughout the Chicago area.

We will help educate reporters about the positive stories coming out of the village. In addition, we can personalize events or announcements with testimonials from residents and village employees.

We will assist your staff to streamline and boost your communication efforts so that village residents and surrounding communities are well aware of the news and information that affects them the most.

We look forward to working with you.

RESOLUTION NO. 433 -11

A RESOLUTION APPROVING A CONSULTING AGREEMENT
BETWEEN MACK COMMUNICATIONS, INC., AND
THE VILLAGE OF ELMWOOD PARK, COOK COUNTY, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 21ST DAY OF NOVEMBER, 2011

Published in Pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 21ST day of November, 2011.

RESOLUTION NO. 423 -11

**A RESOLUTION APPROVING A CONSULTING AGREEMENT
BETWEEN MACK COMMUNICATIONS, INC., AND
THE VILLAGE OF ELMWOOD PARK, COOK COUNTY, ILLINOIS**

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. That certain Consulting Agreement between Mack Communications, Inc., and the Village of Elmwood Park, ("Agreement"), a copy of which is attached hereto as Exhibit "A", is hereby approved.

Section 2. The Village President is hereby authorized and directed to execute said Agreement on behalf of the Village of Elmwood Park, as modified by the Village Attorney and in substantially the form of such Agreement appended to this Resolution.

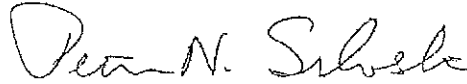
Section 3. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Resolved this 21st day of November, 2011.

AYES: 5

NAYS: 0

ABSENT: 2



VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

Exhibit A

CONSULTING AGREEMENT BETWEEN
MACK COMMUNICATIONS, INC., AND
THE VILLAGE OF ELMWOOD PARK

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into as of November 21, 2011, by and between the Village of Elmwood Park ("the Village") and Mack Communications, Inc. ("Consultant").

RECITALS

- A. The Village of Elmwood Park desires to retain Consultant to provide certain consulting services, including, but not limited to, communications services, public relations, media relations, and public affairs matters.
- B. Consultant is willing to provide such services to the Village of Elmwood Park pursuant to the items hereof.

AGREEMENTS

In consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Retention of Services and Duties

- 1.1 Retention of Services. The Village hereby retains Consultant as a consultant and Consultant hereby agrees to provide consulting services to the Village, upon the terms and conditions hereinafter set forth.
- 1.2 Duties and Services. The Consultant is hereby retained as a consultant to the Village for the purpose of advising the mayor, village board, and department heads with respect to media relations, crisis communications, preparing and distributing press releases, promoting village events, writing speeches, and social media strategy.
- 1.3 Time Devoted to Consultation. Consultant shall devote such time and efforts to the performance of his duties under the Agreement as may be reasonably required to adequately and efficiently perform his duties hereunder.

ARTICLE II

- 2.1 Default. Each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional period as the non-defaulting party may authorize). In addition, if at any time after commencement of the consulting services the Village shall, in its sole reasonable judgment, determine that such services are

inadequate, unsatisfactory, or substantially not conforming to the descriptions, warranties, or representations contained herein, the Village may terminate this contract upon ninety (90) days written notice to the Consultant.

2.2 Rights and Obligations of the Parties on Termination.

(a) In the event of termination not the fault of the Consultant, the Consultant shall be compensated per the terms set forth in Section 3.1 to the date of termination, together with all provable costs and expenses as set forth in Section 3.2 incurred by the Consultant up to the date of termination.

(b) Upon the termination of this contract by either party, the Consultant shall immediately deliver to the Village copies of all studies, sketches, drawings, calculations, estimates, reports, records, schedules, and other such information and data accumulated by the Consultant in the performance of services under this contract whether complete or in process which documents and materials shall be the sole property of the Village.

ARTICLE III

3.1 Compensation for Services. In consideration for his services under Section 1.2 of this Agreement, the Village shall pay to Consultant \$3,000 per month, payable on the first day of each month.

3.2 Reimbursement of Expenses. The Village will reimburse Consultant for all reasonable and necessary expenses incurred by him in carrying out his duties under this Agreement, as approved by the Village Manager. The Village will not reimburse Consultant for any travel expenses inside the State of Illinois. Consultant shall, from time to time, present to the Village an itemized account of such expenses in such form as may be required by the Village.

ARTICLE IV

Miscellaneous

4.1 Expenses. Except as provided in Section 3.2, each party hereto shall bear its own costs and expenses in connection with this Agreement and the transactions contemplated hereunder.

4.2 Headings. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any provisions hereof.

4.3 Notices. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the day and

time of mailing by commercial overnight courier or by certified or registered mail, postage prepaid, to the following addresses, or such other addresses of which the parties hereto shall by like notice from time to time notify one another:

(a) To the Village of Elmwood Park: Village of Elmwood Park
Village Manager
11 Conti Parkway
Elmwood Park, IL 60707
Attention: Peter Silvestri

(b) To Consultant: Mack Communications
1280 Iroquois Ave., Ste 406
Naperville, IL 60563
Attention: Gary Mack

4.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided however, that this Agreement shall not be assigned by either party hereto without the prior written consent of the other party.

4.5 Independent Contractor. The parties hereto intend and contemplate that Consultant's relationship to the Village shall be that of an independent contractor and shall not be construed, nor shall any provisions of this Agreement be interpreted, so as to create an employment relationship, a partnership or joint venture between Consultant and the Village or their respective successors in interest. The Consultant and the Village are contractors independent of one another, and neither has the authority to bind the other to any third person, contract, commitment or obligation, or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Consultant shall be responsible for payment of all taxes, including Federal, State and local taxes, imposed in connection with its performance of consulting services and receipt of fees under this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

4.6 Confidential Information. Any information received by Consultant during any furtherance of Consultant's obligations in accordance with this Agreement, which concerns the personnel, financial or other affairs of the Village not otherwise disclosable under Illinois statutes will be treated by Consultant in full confidence and will not be revealed to any other persons, firms or organizations. Consultant will not at any time, in any fashion, form, or manner, either directly or indirectly, use or divulge, disclose, or communicate to any person, firm, or corporation in any

manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Village, including, but not limited to, financial records, contracts, or any other information concerning the business of the Village, its manner of operation, its plans, or any other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, proprietary, material, or important.

- 4.7 Work Made for Hire. All work product created or developed hereunder, and prepared by Consultant in connection with any or all of the consulting services delivered to the Village is for the use of and shall be the exclusive property of the Village. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by Consultant relating in any manner to the consultant services performed by Consultant or by anyone else and used by Consultant in performance of the consultant services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

Consultant hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the consulting services, including but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. Consultant grants permission to the Village to register the copyright and other rights in the consultant services in the Village's name. Consultant shall give the Village or any other person designated by the Village all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Village requests from time to time to further confirm this assignment. Consultant further grants to the Village full, complete and exclusive ownership of the consultant services. Consultant shall not use the consultant services for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion of the consulting services or other termination of this Agreement Consultant shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. Consultant irrevocably and unconditionally waives all rights in all such consultant services products. Consultant warrants that all work product of Consultant will be original, except as otherwise agreed in writing with the Village.

In the event that the Village provides Consultant with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village, and Consultant shall immediately deliver all such materials, equipment and property to the Village at the conclusion of services hereunder or at any earlier time upon demand by the Village.

4.8 Books and records. All books, records, files, forms, reports, memorandums, papers, accounts and documents relating in any manner to the Village's business, shall be the exclusive property of the Village and shall turned over to the Village at the time of Consultant's termination of services. Consultant hereby acknowledges that it has turned over all such documents that Consultant knows of at this time and hereby agrees to return any that it should discover after this date.

4.9 Consultant's Certification.

A. Consultant hereby certifies, represents and warrants to the Village as a condition of any Agreement with the Village, that it is:

- I. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- II. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- III. not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

B. In addition, Consultant hereby represents and warrants to the Village as a condition of any Agreement with the Village that Consultant will, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), provide drug-free workplace by:

(a) Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Consultant's workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. abide by the terms of the statement;
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug-free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
 2. Consultant's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance program; and
 4. the penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (d) Notifying the Village within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

C. During the performance of this Agreement, Consultant agrees as follows:

- (a) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit; and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal

opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- (d) It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Consultant in its efforts to comply with such Act and Rules and Regulations, Consultant will promptly so notify the Illinois Department of Human Rights and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (e) It will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (f) It will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (g) It will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their Services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- D. Consultant has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).
- E. No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of Consultant.

- F. No officer or employee of the Village has 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 Consultant in violation of Chapter 15, Section 2 of the Municipal Code of the Village.
- G. Consultant has not given to any officer or employee of the Village 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 in violation of Chapter 15, Section 2 of the Municipal Code of the Village.
- 4.10 Entire Agreement. This Agreement contains the entire understanding between the parties hereto and shall supersede any prior understandings and/or written or oral agreements between said parties respecting the subject matter hereof. This Agreement shall not be modified except in writing signed by each of the parties hereto.
- 4.11 Waiver. No delay or omission of either party hereto to exercise rights under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.
- 4.12 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
- 4.13 Applicable Law. This Agreement shall be construed and administered and the validity thereof shall be determined in accordance with the internal laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois .
- 4.14 No Third Party Beneficiaries. The Village expressly acknowledges and agrees that all opinions and advice (written and oral) given by Consultant to the Village in connection with this Agreement and services performed by Consultant hereunder are intended solely for the benefit and use of the Village. The Village further expressly acknowledges and agrees that Consultant has been retained solely as an advisor to the Village, and not as an advisor or agent to any other person, and that the Village's engagement of Consultant is not intended to confer rights upon any persons not a party hereto (including, but not limited to, employees or creditors of the Village), as against Consultant, Consultant's affiliates, employees, agents or attorneys.

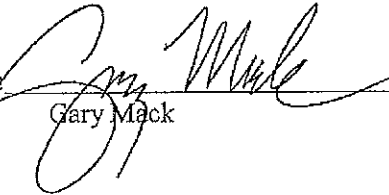
4.15 Conflict of Interest. Consultant is not currently aware of any relationship that would create a conflict of interest with the Village or those parties-in-interest of which the Village has made Consultant aware. As of the date hereof, Consultant has not represented any such persons or entities known to it to have any such a relationship in connection with the consulting services to be performed. Consultant will not during the term of this Agreement represent the interests of any such persons or entities or people (known to Consultant to have any such a relationship) in connection the consulting services to be performed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and month and year first written above.

Village of Elmwood Park

By: 

Mack Communications, Inc.

By: 
Gary Mack