DU PAGE COUNTY
LEGISLATIVE & GOVERNMENTAL AFFAIRS
COMMITTEE
FINAL AGENDA
August 14, 2018 Regular Meeting 9:30 AM
ROOM 3500A
421 NORTH COUNTY FARM ROAD
WHEATON, IL  60187

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

   A. Legislative & Governmental Affairs Committee - Regular Meeting - Tuesday May 8th, 2018

4. PUBLIC COMMENT

5. CHAIRMAN'S REMARKS

6. ACTION ITEMS

   A. LEG-P-0225-18 Recommendation for the approval of County Contract to All Circo, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and State Executive Branch. This contract covers the period of September 15, 2018 through September 14, 2019 for County Board, for a contract total amount of $90,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b)

   B. LEG-P-0226-18 Recommendation for the approval of a County Contract to Roger C. Marquardt and Company, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and State Executive Branch. This contract covers the period of September 15, 2018 through September 14, 2019 for County Board, for a contract total amount not to exceed $90,000. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b)
C. LEG-P-0224-18 Recommendation for the approval of a County Contract to BGR Government Affairs, LLC, to provide Consulting Services as Lobbyists representing DuPage County before the U.S. Congress and the Federal Executive Branch for DuPage County’s Division of Transportation and Stormwater Management. This contract covers the period of September 1, 2018 through August 31, 2019 for County Board, for a contract total amount not to exceed $80,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b)BGR Government

7. OLD BUSINESS

8. NEW BUSINESS

9. ADJOURNMENT
1. CALL TO ORDER

9:15 AM meeting was called to order by Chair Sam Tornatore at 9:15 AM.

2. ROLL CALL

PRESENT: DiCianni, Elliott, Khouri, Krajewski, Tornatore, Zay
ABSENT: Other County Board Members present: Janice Anderson, Liz Chaplin, Jim Healy
County Staff and other elected officials present: Tom Cuculich, Bob Grogan, Chris Kachiroubas, Mary Keating, Sheryl Markay, Conor McCarthy, Doreen Phillipp, Chad Shaffer, Evan Shields, Chris Snyder, Christopher Walton
Public Present: Dawn Dina, Dino Gavanes, Kevin Peralta, Jenny Zales

3. APPROVAL OF MINUTES

A. Legislative & Governmental Affairs Committee - Regular Meeting - Apr 24, 2018 9:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Tonia Khouri, Vice Chair
AYES: DiCianni, Elliott, Khouri, Krajewski, Tornatore, Zay

4. PUBLIC COMMENT

There was no public comment.

5. CHAIRMAN'S REMARKS

A visual roll was taken and there was a quorum. The Chairman had no further comment and moved forward with the Action Items listed on the Agenda.
6. **ACTION ITEMS**

The Committee reviewed their standing positions on legislation outlined in the May 8, 2018 Legislative Update packet. SB 2313, Animal Control Funds, was first addressed by the Committee and whether to remain opposed to the legislation. Committee Member Elliott questioned why this bill pertains only to the University of Illinois’ College of Veterinary Medicine veterinarians. Chairman Tornatore stated the University of Illinois is the only veterinarian school in the state. After further discussion and understanding this bill does not affect DuPage economically, the Committee agreed to change their position and now remain neutral on this bill. HB 4208, School Safety, was reviewed and discussed. The Sponsor amended the bill and removed language that says schools must reallocate resources for their School Resource Officers. The Amendment establishes a grant program subject to appropriations to supplement behavioral and mental health staff in schools. Committee Member Elliott stated the Police Chiefs in his district feel that retaining School Resource Officers is beneficial and Member Elliott asked the Committee to maintain their opposing position. Committee Member DiCianni concurred. Member Chaplin discussed adding additional mental health staff in schools through these appropriations and suggested the Committee remain neutral on the legislation. Committee Member Zay stated School Resource Officers and or mental health staff in schools should be a local issue for school Districts to decide. Committee Member DiCianni expressed that schools are struggling to keep School Resource Officers. Committee Member Khouri stated the goal of the bill is to reduce funding for law enforcement in schools. Chairman Tornatore expressed his opposition to this legislation for numerous reasons. He is also offended by language in the bill that states students are arrested for minor offenses that do not pose a serious threat to safety and that some schools are overly reliant on law enforcement personnel to handle routine disciplinarian measures. Chairman Tornatore believes that not to be true. After consideration, the Committee decided to remain opposed to this legislation.

A. Action Item -- Legislative Update May 8th, 2018 (attached to Agenda Packet)

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>AYES:</td>
<td>DiCianni, Elliott, Khouri, Krajewski, Tornatore, Zay</td>
</tr>
</tbody>
</table>

7. **OLD BUSINESS**

There was no old business.

8. **NEW BUSINESS**

Two transportation bills were brought to the Committee’s attention. HB 5749, Overweight Trucks, lets local governments issue special permits to allow heavier loads of agricultural commodities on highways. Heavier trucks will have a negative impact on our infrastructure. Chris Snyder, DuPage County Director of Transportation asked the Committee to oppose this bill. SB 2610, Establishment of a Business Enterprise Program (BEP) was discussed. This legislation requires any municipality, county or road district that receives more than $1 million in Motor Fuel Tax (MFT), to implement a business enterprise for the inclusion of minority, persons with disabilities and female owned businesses. If such a program is not implemented by July 1,
2018, MFT allotment will be withheld. Chris Snyder spoke on this issue and answered questions for the Committee. Many municipal entities do not have a business model currently in place to meet the July 1, 2018 deadline. After discussion, the Committee recommended to seek an amendment to allow for sufficient time to implement a BEP program.

Chris Kachiroubas, DuPage Circuit Court Clerk, addressed the Committee regarding HB 4594, Assessment of Court Fees. This bill establishes the Criminal and Traffic Assessment Act to create uniform schedules and assessments for any law or local ordinance violations. Clerk Kachiroubas explained this bill would create a uniform fee schedule throughout the state. Committee Member Zay questioned whether the County would lose revenue. Chairman Tornatore inquired if the bill affects the ability of a local municipality to increase or decrease their fines. Member Healy stated the County receives large revenue from State Police issued traffic tickets, which the County would no longer receive under the uniform fee schedule. Clerk Kachiroubas explained there are post judgment waivers and means test as to how much a defendant can pay. Chairman Tornatore stated the Committee will continue to monitor this bill.

9. ADJOURNMENT

Without objection the meeting was adjourned at 10:00 AM.
AWARDING RESOLUTION TO
ALL-CIRCO, INC.
FOR CONSULTING SERVICES AS A LOBBYIST
(COUNTY COST: $90,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Legislative Committee recommends County Board approval for the issuance a Contract to All-Circo, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2018 through September 14, 2019, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2018 through September 14, 2019, for County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to All-Circo, Incorporated, 670 N. Clark St., 4th Floor, Chicago, Illinois, 60654, for a contract total amount of $90,000.00.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>August 7, 2018</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

Decision Memo Required: Other Professional Services - Detailed Vetting Process Required

- Doreen Phillipp: Completed 08/08/2018 10:57 AM
- Sheryl Markay: Completed 08/08/2018 12:12 PM
- Kathy Ostrowski: Completed 08/08/2018 12:16 PM
- James McGuire: Completed 08/09/2018 2:58 PM
- Paul Rafac: Completed 08/09/2018 5:53 PM
- Tom Cuculich: Completed 08/10/2018 8:28 AM
- Kathy Ostrowski: Completed 08/10/2018 9:42 AM
- Legislative & Governmental Affairs Committee: Pending 08/14/2018 9:30 AM
- Finance Committee: Pending 08/28/2018 8:00 AM
- County Board: Pending 08/28/2018 10:00 AM
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

<table>
<thead>
<tr>
<th>Vendor: All-Circo, Inc.</th>
<th>Vendor #: 13276</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Term: 9/15/18 to 9/14/19</td>
<td>Contract Total: $90,000.00</td>
</tr>
<tr>
<td>Dept: County Board</td>
<td>Contact: Sheryl Markay</td>
</tr>
<tr>
<td>Phone: 650-407-6012</td>
<td>Assigned Committee: Legislative</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Consulting services as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State government. Previously the county has retained lobbyists at both the federal and state level. All-Circo has represented DuPage County since September of 2011.

**Reason for Procurement**

It is important that the views of DuPage County government are communicated to the policy makers at the state level. The firm of All-Circo will continue to represent the county through lobbying activities before the legislative leaders, members of the Illinois General Assembly and the Governor’s office. All-Circo will assist with the development of legislative strategies and annual legislative agenda; build coalition; coordinate the regular submittal of reports highlighting major activities and offer advice and counsel regarding state government issues.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1000-1180-53050
- [ ] Budget Transfer (Date) __________ Add'l Information __________

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL Enter Bid # ____________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below: ____________

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 5-10/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>MB</th>
<th>Aug 14, 2018</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>If Approval, If Required</th>
<th>Date</th>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>------</td>
<td>8/9/18</td>
<td>8-9</td>
<td>8-9-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8-9-18</td>
<td></td>
<td>8-10-18</td>
</tr>
</tbody>
</table>
**Decision Memo**

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

**Date:** Aug 14, 2018

**MinuteTraq (IQM2) ID #:** 13218

**Department Requisition #:**

**Requesting Department:** County Board

**Contact Email:** sheryl.markay@dupageco.org

**Contact Phone:** 630-407-6012

**Department Contact:** Sheryl Markay

**Vendor Name:** All-Circo, Inc.

**Vendor #:** 13276

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**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Renew contract lobbyist services to represent DuPage County at the state level.

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**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

It is important that the views of DuPage County are communicated to policy makers at the state level. All-Circo, Inc. has ably represented DuPage County since 2011 through lobbying activities before the leadership and membership of the Illinois General Assembly and the Executive Branch of government. All-Circo, Inc. will assist with the development of legislative strategies, an annual legislative agenda, and help build coalitions with Cook and the Collar Counties.

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**Strategic Impact**

**Quality of Life**

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Quality of Life and the ACT Initiative. DuPage County continues to seek legislative authority to reduce the size of government and to eliminate barriers to service sharing and collaboration among other units of local government. Protecting local revenues, fighting unfunded mandates, opposing cuts to Medicaid that would negatively impact the Care Center’s and Health Department’s budgets, and opposing legislation that would remove local authority, are key to maintaining the level of critical services DuPage County provides to its citizens.

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**Source Selection/Vetting Information** - Describe method used to select source.

Professional Services Selection

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**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Selection of All-Circo, Inc. - an effective and respected government relations firm that represents a diverse portfolio of clients in Springfield. President John Kelly, Jr. has over twenty years of proven success navigating the legislative process.
2. Selection of other entity.
3. Selection of no entity.

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**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The contract will be in effect from 9/15/18 to 9/14/19 at a cost of $90,000.
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 15 day of September, 2018 and is entered into by and between the County of DuPage, a body politic and corporate ("County") and, All-Circo, an Independent Contractor ("Individual").

RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.

2. Term: This Agreement is for a term commencing September 15, 2018, and continuing through September 14, 2019 ("Term"), unless terminated sooner as provided herein.

3. Termination

3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered, prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4. Scope of Services: Individual agrees to provide the services required and, if applicable, set forth on Exhibit “A” including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual’s fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

5. Compensation and Payment: Compensation for Services during the initial term shall be based on a monthly rate of, seven thousand-five hundred dollars, ($7,500.00) and shall not exceed, ninety thousand dollars, ($90,000.00) with no reimbursement for expenses. Compensation shall be based on actual services performed during the Term of this Agreement and the County shall not be obligated to pay for any services not in compliance with this Agreement. In the event of early termination of this
6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Events of Default and Remedies.**

7.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.

7.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.

8. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.

9. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

10. **Confidentiality and Ownership of Documents.**

10.1 Confidential Information. In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
10.2 **Ownership.** All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.

11. **Representations and Warranties of Individual:** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

11.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

11.2 **Compliance with Laws.** Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.

11.3 **Good Standing.** Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.

11.4 **Authorization.** In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.

11.5 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the State Officials and Employees Ethics Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.

12. **Independent Contractor:** It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County. Individual hereby represents that Individual’s valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) is: 36-3152344.

13. **Indemnification:** Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees.
or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Individual and County shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.

14. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County’s sole option the right to declare Individual in default under this Agreement.

15. **Insurance.**

15.1 **Automobile Insurance.** If Individual will be driving a vehicle in the course of performing the Services, Individual shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

15.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Individual carry Commercial General Liability Insurance, Professional Liability Insurance and Worker’s Compensation and Employer’s Liability Insurance, Individual agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Individual or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services, unless caused by the gross negligence of the County.

16. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE COUNTY:**
DuPage County Board  
421 North County Farm Road  
Wheaton, IL 60187  
Attn: Sheryl Markay

**COPY TO:**  
James McGuire, Procurement Officer  
DuPage County Procurement Services Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

**COPY TO:**  
Assistant State’s Attorney Governmental Affairs & Special Litigation Division  
503 North County Farm Road  
Wheaton, Illinois 60187

**IF TO INDIVIDUAL:**
COUNTY OF DuPAGE, ILLINOIS

All-Circo Inc.
670 N. Clark Street, 4th Floor
Chicago, IL 60654

17. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

19. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

20. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Duly authorized representatives as of the date first above written.

COUNTY OF DU PAGE

By: ____________________________
JAMES MCGUIRE
PROCUREMENT OFFICER

ALL-CIRCO INC.

By: ____________________________
JOHN J. KELLY, JR.
PRINCIPAL
Exhibit A

SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>County’s Purchase Order #</th>
<th>County Resolution #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name</td>
<td>County’s Project Manager</td>
</tr>
<tr>
<td>All-Circo, Inc.</td>
<td>Sheryl Markay</td>
</tr>
<tr>
<td>Contract Date</td>
<td>Contractor’s Project Manager</td>
</tr>
<tr>
<td>9/15/18-9/14/19</td>
<td>John J. Kelly, Jr.</td>
</tr>
</tbody>
</table>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution.

DESCRIPTION OF INDIVIDUAL’S WORK:

Consulting service as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State Government

MILESTONE/DELIVERABLE INFORMATION:

Will provide regular updates and reports as directed to the County Board Chairman, Chairman of the Legislative & Government Affairs Committee and the County Board.
## Purchase Requisition

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
</table>
| **Vendor:** All-Circo, Inc.  
**Attn:** John Kelly  
**Email:** jkelly@allcirco.com  
**Address:** 670 North Clark Street, 4th Floor  
**City:** Chicago  
**State:** IL  
**Zip:** 60654  
**Phone:** 312-750-9262 | **Dept:** County Board  
**Division:**  
**Attn:** Sheryl Markay  
**Email:** sheryl.markay@dupageco.org  
**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6012  
**Fax:** 630-407-6001 |

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
</table>
| **Vendor:** All-Circo, Inc.  
**Attn:**  
**Email:**  
**Address:** 616 Enterprise Drive, Suite 102A  
**City:** Oak Brook  
**State:** IL  
**Zip:** 60523  
**Phone:** 312-750-9270  
**Fax:** 312-277-3939 | **Dept:** County Board  
**Division:**  
**Attn:**  
**Email:**  
**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6012  
**Fax:** |

### Payment Terms

**F.O.B.**

**PO 20 Delivery Date**

**Requisitioner**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td></td>
<td>Sep 15, 2018</td>
<td>Aug 14, 2019</td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

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<tr>
<th>LN</th>
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<th>Description</th>
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<th>Dept #</th>
<th>Acctg Unit</th>
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</tr>
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</table>

**Requisition Total:** $90,000

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Not to exceed the yearly amount of 90,000

**Special Instructions/Comments to Buyer or Approver** (these comments will **NOT** appear on the Purchase Order):

**User Department Internal Notes** (these comments will **NOT** appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County’s Contractual Obligation.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>All-Circo, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>312-750-9162</td>
</tr>
<tr>
<td>Company Contact:</td>
<td>John Kelly</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:jkelly@allcirco.com">jkelly@allcirco.com</a></td>
</tr>
</tbody>
</table>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000. shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters, counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☑ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>John J. Kelly Jr.</td>
<td>312-750-9162</td>
<td><a href="mailto:jkelly@allcirco.com">jkelly@allcirco.com</a></td>
</tr>
</tbody>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county’s ethics and procurement policies and ordinances are available at:

http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Title

Date

8/8/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page _1_ of _1_ (total number of pages)
AWARDING RESOLUTION TO
ROGER C. MARQUARDT & CO., INC.
FOR CONSULTING SERVICES AS A LOBBYIST
(COUNTY COST: $90,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Legislative Committee recommends County Board approval for the issuance of the Contract to Roger C. Marquardt and Company, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2018 through September 14, 2019, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2018 through September 14, 2019, for County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Roger C. Marquardt and Company, Incorporated, 311 South County Farm Road, Wheaton, Illinois, 60187, for a contract total amount of $90,000.00.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 8, 2018</td>
<td>$90,000</td>
<td>9/15/2018 THRU 9/14/2019</td>
<td>LEGISLATIVE &amp; GOVERNMENTAL AFFAIRS COMMITTEE</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

- **Doreen Phillipp** Completed 08/08/2018 9:43 AM
- **Sheryl Markay** Completed 08/08/2018 9:45 AM
- **Kathy Ostrowski** Completed 08/08/2018 10:35 AM
- **James McGuire** Completed 08/09/2018 2:57 PM
- **Paul Rafac** Completed 08/09/2018 5:52 PM
- **Tom Cuculich** Completed 08/10/2018 8:29 AM
- **Kathy Ostrowski** Completed 08/10/2018 9:49 AM
- **Legislative & Governmental Affairs Committee** Pending 08/14/2018 9:30 AM
- **Finance Committee** Pending 08/28/2018 8:00 AM
- **County Board** Pending 08/28/2018 10:00 AM
## Purchase Requisition
### Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Roger C. Marquardt &amp; Co., Inc. <strong>Vendor #:</strong> 11715</td>
<td><strong>Dept:</strong> County Board <strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong> John Chip Humes <strong>Email:</strong> <a href="mailto:chip@marquardtco.com">chip@marquardtco.com</a></td>
<td><strong>Attn:</strong> Sheryl Markay <strong>Email:</strong> <a href="mailto:sheryl.markay@dupageco.org">sheryl.markay@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 311 South County Farm Road, Suite 1</td>
<td><strong>Address:</strong> 421 N. County Farm Road <strong>Room:</strong></td>
</tr>
<tr>
<td><strong>City:</strong> Wheaton <strong>State:</strong> IL <strong>Zip:</strong> 60187</td>
<td><strong>City:</strong> Wheaton <strong>State:</strong> IL <strong>Zip:</strong> 60187</td>
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<tr>
<td><strong>Phone:</strong> 630-688-7552</td>
<td><strong>Phone:</strong> 630-407-6012 <strong>Fax:</strong> 630-407-6001</td>
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### Payment Terms
**F.O.B.**
**PO 20 Delivery Date**
**Requisitioner**

**Use for:**
**Contract Administrator**
**Contract Start Date**
**Contract End Date**
**Use for:**
**PO25 only**

### Item Detail

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**Requisition Total** $90,000

### Header Comments
(These comments will appear on the PO20 and PO25 Purchase Order):

Not to exceed yearly amount of $90,000.

### Special Instructions/Comments to Buyer or Approver
(These comments will NOT appear on the Purchase Order):

### User Department Internal Notes
(These comments will NOT appear on the Purchase Order):

---

**Packet Pg. 20**
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Aug 2, 2018
MinuteTraq (IQM2) ID #: 13152
Department Requisition #: 

Requesting Department: County Board
Department Contact: Sheryl Markay
Contact Email: sheryl.markay@dupageco.org
Contact Phone: 630-407-6012
Vendor Name: Roger C. Marquardt & Company
Vendor #: 11715

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Renew contract for state lobbyist services at the same amount as last year.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
It is important that the views of DuPage County are communicated to policy makers at the state level. John “Chip” Humes of Marquardt & Co. will continue to coordinate the county’s legislative activities in Springfield to ensure members of the DuPage Delegation and House and Senate leadership are informed of the county’s position on key legislation. He will also assist with the development of legislative strategies, the county’s annual legislative program, and draft bills/amendments.

Strategic Impact
Quality of Life
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
Quality of Life and ACT Initiative - DuPage County continues to seek legislative authority to dissolve duplicative county appointed agencies and to remove barriers to service sharing and collaboration among units of local government. Protecting local revenues, fighting unfunded mandates, opposing cuts to Medicaid that would adversely impact the Care Center and Health Department, and opposing legislation that would remove local authority, are key to maintaining our quality of life and ability to fund critical local services.

Source Selection/Vetting Information - Describe method used to select source.
Professional Services Selection

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1. Selection of Marquardt & Co. - Marquardt & Co. is a respected government relations firm located in Wheaton that represents a number of local government clients. The team has a strong grasp of county operations/issues and solid relationships with members of the Illinois General Assembly and Executive Branch.
2. Selection of other entity
3. Selection of no entity

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
The contract will be in effect from 9/15/18 to 9/14/19 at a cost of $90,000.
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 15th day of September, 2018, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and Roger C. Marquardt & Co. Inc., an Independent Contractor ("Individual").

RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.

2. Term: This Agreement is for a term commencing 9/15/18, and continuing through 9/14/19 ("Term"), unless terminated sooner as provided herein.

3. Termination

   3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

   3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

   3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4. Scope of Services: Individual agrees to provide the services required and, if applicable, set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

5. Compensation and Payment: Compensation for Services during the initial term shall be based on a monthly rate of $7,500.00 and shall not exceed, Ninety Thousand Dollars, ($90,000.00), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the County shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the County shall only be
obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. Payments shall be subject to 50 ILCS 505, “Local Government Prompt Payment Act”. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Events of Default and Remedies.**

7.1 **Events of Default.** Events of default include, but are not limited to, any of the following:

(i) Any material misrepresentation by Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.

7.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County:

(i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.

8. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.

9. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

10. **Confidentiality and Ownership of Documents.**

10.1 **Confidential Information.** In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
10.2 **Ownership.** All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.

11. **Representations and Warranties of Individual:** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

11.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

11.2 **Compliance with Laws.** Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.

11.3 **Good Standing.** Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.

11.4 **Authorization.** In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.

11.5 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the State Officials and Employees Ethics Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.

12. **Independent Contractor:** It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County.

13. **Indemnification:** Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein
shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Individual and County shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.

14. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County’s sole option the right to declare Individual in default under this Agreement.

15. **Insurance.**

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

The County of DuPage shall be named as additionally insured on all certificates of insurance. Certificates should be faxed (send hard copy via mail) to:

DuPage County Procurement Services Division  
Attention: Debby Thompson  
421 North County Farm Road  
Wheaton, IL 60187-3978

TX: (630) 407-6184  
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

15.1 **Automobile Insurance.** If Individual will be driving a vehicle in the course of performing the Services, Individual shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

15.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Individual carry Commercial General Liability Insurance, Professional Liability Insurance and Worker’s Compensation and Employer’s Liability Insurance, Individual agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Individual or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services, unless caused by the gross negligence of the County.

16. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.
IF TO THE COUNTY:
Sheryl Markay
Du Page County Board Office
421 North County Farm Road
Wheaton, IL 60187

COPY TO:
James McGuire, Procurement Officer
DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

COPY TO:
Assistant State's Attorney - Deputy Chief, Civil Bureau
Governmental Affairs & Special Litigation Division
Office of DuPage County State's Attorney Robert B. Berlin
William J. Bauer Judicial Office Facility - Annex
503 North County Farm Road
Wheaton, Illinois 60187

IF TO INDIVIDUAL:
John Chip Humes
Roger C. Marquardt & Co. Inc.
311 S. County Farm Rd. Suite 1
Wheaton, IL 60187

17. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

19. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

20. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COUNTY OF DU PAGE
By: JAMES MCGUIRE
PROCUREMENT OFFICER

ROGER C. MARQUARDT & CO., INC
By: John Chip Humes
Principal
## Exhibit A

### SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>County’s Purchase Order #</th>
<th>County Resolution #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name</td>
<td>Roger C. Marquardt</td>
</tr>
<tr>
<td></td>
<td>&amp; Co. Inc.</td>
</tr>
<tr>
<td>County’s Project Manager</td>
<td>Sheryl Markay</td>
</tr>
</tbody>
</table>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution.

1. **DESCRIPTION OF INDIVIDUAL’S WORK:**
   Consulting service as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State Government

2. **MILESTONE/DELIVERABLE INFORMATION:** Will provide regular updates and reports as directed to the County Board Chairman, Chairman of the Legislative & Government Affairs Committee and the County Board.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name: John "Chip" Humes
Title: Lobbyist
Date: Jul 26, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Roger C. Marquardt &amp; Co., Inc.</th>
<th>Vendor #: 11715</th>
<th>Contract Term: 9/15/2018 to 9/14/2019</th>
<th>Contract Total: $90,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: County Board</td>
<td>Contact: Sheryl Markay</td>
<td>Phone: 630-407-6012</td>
<td>Assigned Committee: Legislative</td>
</tr>
<tr>
<td><strong>Description of Procurement/Scope of Work/Background</strong></td>
<td>Consulting services as a lobbyist representing DuPage County government before the Illinois General Assembly and the Executive Branch of State Government. Previously the county has engaged lobbyists at both the federal and state level. John Chip Humes in particular has experience working directly with members of the DuPage delegation and has a strong grasp of county government and county issues.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Reason for Procurement</strong></td>
<td>It is important that the views of DuPage County government are communicated to policy makers at the state level. John Chip Humes, of Roger C. Marquardt &amp; Co., Inc. will represent the county through lobbying activities before the leadership and members of the General Assembly. He will assist with the development of legislative strategies, the county's annual legislative agenda and offer advice regarding state government issues.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1000-1180-53050
- [ ] Budget Transfer (Date) ____________________ Add'l Information ____________________

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $25,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (38ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [x] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>DP</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AWARDING RESOLUTION TO
BGR GOVERNMENT AFFAIRS, LLC
FOR CONSULTING SERVICES AS LOBBYISTS
(COUNTY COST: $80,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Legislative Committee recommends County Board approval for the issuance of a Contract to BGR Government Affairs, LLC, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County’s Division of Transportation and Stormwater Management, for the period September 1, 2018 through August 31, 2019, for the DuPage County Board.

NOW, THEREFORE, BE IT RESOLVED that County Contract covering said, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County’s Division of Transportation and Stormwater Management, for the period September 1, 2018 through August 31, 2019, for the DuPage County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to BGR Government Affairs, LLC, the Homer Building, 11th Floor South, 601 Thirteenth Street, NW, Washington, DC., 20005, for a contract total not to exceed $80,000.00.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________________
PAUL HINDS, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST
### REQUISITION
This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 6, 2018</td>
<td>$80,000</td>
<td>9/1/18 THRU 8/31/19</td>
<td>LEGISLATIVE &amp; GOVERNMENTAL AFFAIRS COMMITTEE</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Completion Status</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>Doreen Phillipp</td>
<td>Completed</td>
<td>08/06/2018 1:18 PM</td>
</tr>
<tr>
<td>Sheryl Markay</td>
<td>Completed</td>
<td>08/06/2018 1:20 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/07/2018 8:48 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>08/08/2018 11:13 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>08/08/2018 5:24 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>08/08/2018 5:25 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/09/2018 9:03 AM</td>
</tr>
<tr>
<td>Legislative &amp; Governmental Affairs Committee</td>
<td>Pending</td>
<td>08/14/2018 9:30 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>08/28/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>08/28/2018 10:00 AM</td>
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</tbody>
</table>
Purchase Requisition  
Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
</table>
| Vendor: BGR Government Affairs, LLC  
Vendor #: 13275 | Dept: County Board  
Division: |
| Attn: William K. Viney  
Email: bviney@bgrdc.com | Attn: Sheryl Markay  
Email: sheryl.markay@dupageco.org |
| Address: The Homer Building, 11th Floor, 601 13th St. NW | Address: 421 N. County Farm Road  
Room: |
| City: Washington  
State: DC  
Zip: 20005 | City: Wheaton  
State: IL  
Zip: 60187 |
| Phone: 202-333-4936  
Fax: | Phone: 630-407-6012  
Fax: 630-407-6001 |

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
</table>
| Vendor: BGR Government Affairs, LLC  
Vendor #: 13275 | Dept:  
Division: |
| Attn:  
Email: | Attn:  
Email: |
| Address: PO Box 14416 | Address: 421 N. County Farm Road  
Room: |
| City: Washington  
State: DC  
Zip: 20005 | City: Wheaton  
State: IL  
Zip: 60187 |
| Phone: 202-333-4936  
Fax: | Phone: 630-407-6012  
Fax: 630-407-6001 |

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Consulting Services as a Lobbyist</td>
<td>18</td>
<td>1500</td>
<td>3500</td>
<td>53050</td>
<td>7,500.00</td>
<td></td>
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<td>7,500.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Consulting Services as a Lobbyist</td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td>53050</td>
<td>7,500.00</td>
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<td>7,500.00</td>
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<tr>
<td>3</td>
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<td>Consulting Services as a Lobbyist</td>
<td>18</td>
<td>1000</td>
<td>1180</td>
<td>53050</td>
<td>5,000.00</td>
<td></td>
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<td>5,000.00</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>EA</td>
<td>Consulting Services as a Lobbyist</td>
<td>19</td>
<td>1500</td>
<td>3500</td>
<td>53050</td>
<td>22,500.00</td>
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<td>22,500.00</td>
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<tr>
<td>5</td>
<td>1</td>
<td>EA</td>
<td>Consulting Services as a Lobbyist</td>
<td>19</td>
<td>1600</td>
<td>3000</td>
<td>53050</td>
<td>22,500.00</td>
<td></td>
<td>22,500.00</td>
<td>22,500.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>EA</td>
<td>Consulting Services as a Lobbyist</td>
<td>19</td>
<td>1000</td>
<td>1180</td>
<td>53050</td>
<td>15,000.00</td>
<td></td>
<td>15,000.00</td>
<td>15,000.00</td>
</tr>
</tbody>
</table>

| Requisition Total | \$ 80,000.00 |

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
### Decision Memo

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

---

<table>
<thead>
<tr>
<th>Requesting Department: County Board</th>
<th>Department Contact: Sheryl Markay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:sheryl.markay@dupageco.org">sheryl.markay@dupageco.org</a></td>
<td>Contact Phone: 630-407-6012</td>
</tr>
<tr>
<td>Vendor Name: BGR Government Affairs</td>
<td>Vendor #: 13275</td>
</tr>
</tbody>
</table>

---

**Date:** Aug 1, 2018

**MinuteTraq (IQM2) ID #:** 13195

**Department Requisition #:**

---

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Renew contract for lobbyist services (at the federal level) at the same amount as last year.

---

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

It is important that the views of DuPage County are communicated to policy makers at the federal level. BGR Government Affairs, LLC (Bill Viney) has represented DuPage County since 2009, ensuring the county's positions on key issues are relayed to Members of Congress, Congressional Staff, and Federal Agency personnel. BGR assists with the development of federal priorities, legislative strategies and the county's annual federal agenda. BGR also identifies and assists with federal funding opportunities.

---

**Strategic Impact**

**Quality of Life**

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

From internet sales tax policy to the administration of Medicaid to the federal highway program, issues before Congress have a direct impact on the county budget and ability to provide local services to our citizens. Having an experienced individual on the Hill everyday to identify emerging issues/funding opportunities and to educate members and staff as to the impact of issues on county government is critical.

---

**Source Selection/Vetting Information** - Describe method used to select source.

Professional Services Selection

---

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Selection of BGR Government Affairs, LLC - BGR Principal Bill Viney, a native of Wheaton, possesses extensive knowledge of the federal appropriations process and has a strong grasp of county operations and issues. He maintains solid bi-partisan relationships with members of the Illinois Delegation and key members of Congress.
2. Selection of other entity
3. Selection of no entity

---

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The contract will be in effect for the period of 9/1/18 to 8/31/19 in the amount of $80,000.
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of September, 2018 and is entered into by and between the County of DuPage, a body politic and corporate ("County") and BGR Government Affairs, LLC a Contractor ("Contractor")

RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term:** This Agreement is for a term commencing, September 1, 2018 and continuing through August 31, 2019 ("Term"), unless terminated sooner as provided herein.

3. **Termination**

3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered, prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4. **Scope of Services:** Individual agrees to provide the services required and, if applicable, set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

5. **Compensation and Payment:** Compensation for Services during the initial term shall be based on a monthly rate of $6,666.66, with a total that shall not exceed, Eighty Thousand Dollars, ($80,000.00), with no reimbursement for expenses. Compensation shall be based on actual services performed during the Term of this Agreement and the County shall not be obligated to pay for any services not in compliance.
with this Agreement. In the event of early termination of this Agreement, the County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or services performed after the effective date of termination as provided herein. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Events of Default and Remedies.**

7.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.

7.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.

8. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.

Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

9 **Confidentiality and Ownership of Documents.**

9.1 **Confidential Information.** In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
9.2 Ownership. All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.

10. Representations and Warranties of Individual: Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

10.1 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

10.2 Compliance with Laws. Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.

10.3 Good Standing. Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.

10.4 Authorization. In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.

10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.

11. Independent Contractor: It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County. Individual hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number: 20-1034580

12. Indemnification: Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and
13. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County’s sole option the right to declare Individual in default under this Agreement.

14. **Insurance.**

   At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

   14.1 **Automobile Insurance.** If Contractor will be driving a vehicle in the course of performing the Services, Contractor shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

   14.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Contractor carry Commercial General Liability Insurance, Professional Liability Insurance and Worker’s Compensation and Employer’s Liability Insurance, Contractor agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Contractor or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services, unless caused by the gross negligence of the County.

15. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE COUNTY:**
DuPage County Board Office  
421 North County Farm Road  
Wheaton, IL 60187

**COPY TO:**  
James McGuire, Procurement Officer  
DuPage County Procurement Services Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

**COPY TO:**  
Assistant State’s Attorney  
William J. Bauer Judicial Office Facility - Annex  
503 North County Farm Road  
Wheaton, Illinois 60187
IF TO CONTRACTOR:
William K. Viney
BGR Governmental Affairs, LLC
PO Box 14416
Washington DC 20044-4416

16. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.

17. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

18. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

19. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COUNTY OF DU PAGE

By: ____________________________
James McGuire

Procurement Officer

[Signature]

William K. Viney
BGR Government Affairs, LLC
COUNTY OF DuPage, ILLINOIS

Exhibit A

SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>County’s Purchase Order #</th>
<th>County Resolution #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name</td>
<td>BGR Government Affairs</td>
</tr>
<tr>
<td>County’s Project Manager</td>
<td>Sheryl Markay</td>
</tr>
</tbody>
</table>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution. The undersigned agree that this project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. **DESCRIPTION OF INDIVIDUAL’S WORK**
   Provide consultation services as a lobbyist representing DuPage County before the federal government, specifically Congress and the Executive Branch.

2. **MILESTONE/DELIVERABLE INFORMATION:**
   Will provide regular updates and reports as directed, to the County Board Chairman, the Chairman of the Legislative & Governmental Affairs Committee, and the County Board.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

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Instructions

Vendor Ethics Disclosure Statement

This form is filed by contract; a separate disclosure form must be filed for every contract action or informational update.

Company Name: Name under which the contract is or will be awarded.
Company Contact & Phone: Individual to be contacted if necessary
"Bid/Contract/PO/Description" identifying County reference. If an identifying County number has not been issued, include a detailed description of the services or goods to be provided including dollar amount, time frame, etc.

Section: B Contribution
Recipient: identify recipient of contribution
Donor: name under which the contribution was made, identify relationship to contractor
Description: identify the nature of the contribution
Amount/Value: monetary value of the contribution and method of valuation
Date Made: date of contribution

Authorization:
Signature, Name and Title of individual/officer/agent legally authorized to sign on behalf of the contractor.
Date: date form was completed and signed.
Procurement Review Checklist

Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: BGR Government Affairs, LLC  Vendor #: 133275
Dept: County Board  Contact: Sheryl Markay
Contract Term: 9/1/18 to 8/31/2019  Assigned Committee: Legislative
Contract Total: $80,000.00
Phone: 630-407-5012

Description of Procurement/Scope of Work/Background
Consulting services as a lobbyist representing DuPage County before the federal government, specifically Congress and the Executive Branch. Not to exceed 80,000.

Reason for Procurement
It is important that the views of DuPage County government are communicated to the policy makers at the federal level. BGR will assist the county to develop and secure federal funding opportunities, define a legislative agenda and strengthen its relations with the Administration and Congressional decision makers. Previously the county has retained lobbyists at both federal and state levels. BGR Government Affairs, LLC has represented DuPage County since September 2009.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1600-3000-53050, 1500-3500-53050 and 1000-1180-53050
☐ Budget Transfer (Date) Add'l Information

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid #  ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  ☐ Public Utility
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # (Include Evaluation Summary if applicable)
☐ RENEWAL OF RFP #
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☒ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID #

PREPARED BY AND APPROVAL(S) (Initials Only)

DP  Aug 1, 2018  Recommended for Approval 8/7/18  IT Approval, if required 8/7/18
Prepared By  Date  Recommended for Approval  Date  IT Approval, if required  Date

REVIEWED BY (Initials Only)

Buyer  8/7/18  Procurement Officer  8-7-18
Date  Date
Chief Financial Officer (Decision Memos Over $25,000)  8-8-18  Chairman's Office (Decision Memos Over $25,000)  8-9-18
Date  Date

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