



11/23/2016

John Dunn
McGuire Woods Consulting LLC
77 West Wacker Drive
Chicago, IL 60601-1818

**Subject: AWARD OF LAKE COUNTY CONTRACT
 ADVOCACY/LEGISLATIVE CONSULTING SERVICES FOR LAKE COUNTY**

Dear John Dunn:

You are hereby awarded **Contract #16250** for the **Advocacy/Legislative Consulting Services for Lake County**. Attached, is a copy of the executed agreement. Please note that all of the terms and conditions of the contract shall apply.

Contractor shall provide Lake County with Certificates of Insurance evidencing the required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Failure to Comply: In the event the proposer fails to obtain or maintain any insurance coverage's required under this agreement, Lake County may purchase such insurance coverage and charge the expense to Contractor.

Lake County uses *myCOLtracking.com* to electronically monitor compliance with Certificate of Insurance requirements. Contractor should work with their broker to register, access, and upload certificates evidencing the coverage required into *myCOLtracking.com*. A valid company email to receive login and password to *myCOLtracking.com* should be submitted to purchasing@lakecountyil.gov re: *myCOLtracking.com* registration. Any hard copies of said Notices and Certificates of Insurance shall be provided to: Lake County Purchasing Division, 18 No. County St. – 9th Fl., Waukegan, IL 60085-4350.

This is not an order. Vendors shall make deliveries only as directed by purchase order. Invoices must reference purchase order number to ensure prompt payment.

Thank you for your interest in doing business with Lake County.

Sincerely,

A handwritten signature in black ink that reads "RuthAnne K. Hall".

RuthAnne K. Hall
Purchasing Agent

cc: Barry Burton
 Adlil Issakoo
 File

attachment

**AGREEMENT #16250
ADVOCACY / LEGISLATIVE CONSULTING
SERVICES FOR LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County and McGuireWoods Consulting LLC, 77 West Wacker Dr., Suite 4400, Chicago, IL 60601, (hereafter "Contractor").

RECITALS

WHEREAS, Lake County is seeking a Contractor to provide Advocacy / Legislative Consulting Services; and

WHEREAS, the Contractor has the ability to provide these services as defined in the Agreement Documents; and

NOW, THEREFORE, Lake County and the Contractor AGREE AS FOLLOWS:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire agreement between Lake County and the Contractor are in order of precedence:

- A. This Agreement and all exhibits thereto; and,
- B. Contractor's statement of work dated November 3, 2016 and all exhibits thereto identified within as Exhibit A.

SECTION 2. SCOPE OF WORK

The contractor shall serve the Lake County Board by providing lobbying service to the state government, and other organizations, as necessary, to pursue the Lake County Board's objectives as outlined in the County's Legislative Programs.

The selected Contractor will perform the scope of work as part of this solicitation; as listed below

- 1) Implement the annual Legislative Program for the County.
- 2) Provide frequent verbal and written reports to County, as needed and requested, on the progress of the agenda and identify any issues to address.
- 3) Draft legislation, as needed and requested by the County, to be submitted to the Legislative Reference Bureau.
- 4) Maintain and expand relationships with key staff and legislators representing all county Districts.
- 5) Review and monitor legislation before the Illinois General Assembly.
- 6) Provide written reports of all legislative activity pertinent to County government.
- 7) Represent the County at hearings and testimonies in the State legislature as needed.
- 8) Offer support and consultation in development of Legislative Program, and legislative analysis.
- 9) Facilitate communication between Lake County, legislators and legislative staff.
- 10) Develop County specific legislation and building appropriate coalitions for such legislation to be successfully carried through the legislative process.
- 11) Be proactive in identifying, analyzing and informing the County about potential impacts of the State budget and advocating accordingly.

- 12) Be proactive in identifying, analyzing and informing the County about the potential impacts of any pending legislation and policies and advocating accordingly.
- 13) Inform and educate legislative leaders, lawmakers and Governor's staff as to Lake County Board positions and priorities for the County. Work to stop legislation that negatively impacts the County by creating unfunded mandates, reduce existing authority of county government, and may erode existing county revenue base.
- 14) Attend all necessary meetings with staff and legislators as needed.

Project Status Meetings

Personnel from the Contractor and Lake County will, as scheduled at a mutually agreed upon frequency, meet to discuss the scope of this project and the progress made by the Contractor in the performance of their obligations hereunder. When ad hoc meetings need to occur, Contractor and Lake County will make every effort to accommodate same.

SECTION 3. DURATION

This contract shall be in effect for a two year (2) period from December 1, 2016 to November 30, 2018. At the end of any contract term, Lake County reserves the right to renew this contract for three (3) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of any contract term, Lake County reserves the right to extend this contract for a period of sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

SECTION 4. PAYMENTS

Payment shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 5. AGREEMENT PRICE

Lake County will pay Contractor an annual amount not to exceed of \$49,800 inclusive of travel and expenses. The annual retainer would be paid in 12 equal monthly amounts of \$4,150 for the period December 1st to November 30th.

Rate Adjustments:

Prices shall remain firm/fixed for the first (2) two year period. Requests for price increases after the second year shall be submitted sixty (60) days prior to the end of the contract term. Indices to be used to support rate adjustment requests shall include the U.S. Department of Labor Employment Cost Index for State and Local Government Workers. Any and all requests must be based upon and include documentation of the actual change in cost of the components involved in the contract and shall not include overhead or profit. The County reserves the right to reject or accept any request for a price increase.

SECTION 6. MOST FAVORED CUSTOMER

The contractor shall give preference to Lake County regarding representation on priority issues. (i.e. the contractor shall not represent client(s) who oppose Lake County's position on a specific issue).

SECTION 7. KEY PERSONNEL

Key personnel identified for this Agreement:

Primary Contact:

Kent Gaffney

Secondary Contact:
John F. Dunn

Contractor shall not replace the Key Personnel Primary Contact without the County's prior written consent. In the event that the Key Personnel Primary Contact is reassigned, becomes incapacitated, or ceases to be employed by Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him, Contractor shall (i) within ten (10) business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person and (ii) within thirty (30) calendar days, permanently replace such replaced person with another person qualified to perform the functions of such replaced person as approved by Lake County. Lake County reserves the right with advance notice, and Contractor having the opportunity to remedy, to request the dismissal and removal of Contractor staff from the project for reasonable cause. Any decision to substitute or replace Contractors sub-contractor for the implementation of proposed solution will need a prior written consent from the County. Contractor is obligated to replace key personnel with another person properly qualified to perform the functions of this project. Should such personnel changes occur during the course of the initiative, the contractor should be obligated to handle it in a manner that does not negatively impact the engagement (e.g., timeline, deliverables, etc.).

SECTION 8. JURISDICTION, VENUE, CHOICE OF LAW:

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 9. TERMINATION

Lake County reserves the right to terminate this Agreement, or any part, with thirty (30) days written notice. The Contractor shall be paid for work performed in the event of cancellation for the convenience of the County.

SECTION 10. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of Lake County.

SECTION 11. ASSIGNMENT

Neither the Contractor nor Lake County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

SECTION 12. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 13. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 8 of the Lake County Purchasing Ordinance.

SECTION 14. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 15. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 16. TAXES

Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.

SECTION 17. DELIVERABLES

Provide frequent verbal and written reports to Lake County, as needed and requested, on the progress of the agenda identifying any issues to address. Draft legislation, as needed and requested by Lake County, to be submitted to the Legislative Reference Bureau.

SECTION 18. INSURANCE

The contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A- and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- d) Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
- e) Lake County uses *myCOLtracking.com* to electronically monitor compliance with Certificate of Insurance requirements. Contractors should work with their broker to register, access, and upload certificates evidencing the coverage required into *myCOLtracking.com*.
- f) A valid company email to receive login and password to *myCOLtracking.com* should be submitted to purchasing@lakecountyiil.gov re: *myCOLtracking.com* registration.
- g) Any hard copies of said Notices and Certificates of Insurance shall be provided to:

Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

SECTION 19. INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold Lake County, its officers, officials, agents, and employees, (hereafter 'the Indemnified Parties'), free and harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting the Agreement or arising out of or being in any way connected with the Contractor's performance or lack thereof under the Agreement except for matters shown by final judgment to have been solely caused by or attributable to the gross negligence or intentional wrongful act of the Indemnified Parties. The indemnification provided herein shall be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation; attorney's fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Lake County. This indemnification is not limited by any amount of insurance required under the Agreement and shall cover the cost of defense of any claim of liability within the scope of the indemnity whether or not such claim is meritorious. The Contractor shall be solely responsible for the defense of any and all claims, demands or suits against the Indemnified Parties including without limitation, claims by employees, subcontractors, agents, or servants of the Contractor provided that

Lake County shall have the right to designate separate counsel to defend Lake County in which event the fees and expenses of such counsel shall be paid by the Contractor.

The Contractor shall promptly provide, or cause to be provided, to Lake County and Lake County counsel copies of any such notices as they may receive of any claims, actions or suits as may be given or filed in connection with the Contractor's or any subcontractor's performance of the Agreement and for which the Indemnified Parties may claim indemnification hereunder and give the Indemnified Parties authority, information, and/or assistance for the defense of any claim or action.

SECTION 20. WORK PRODUCT

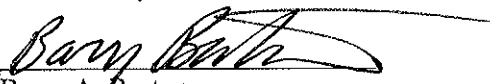
All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 21. NEWS RELEASES

Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

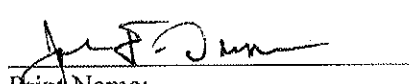
IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:


Barry A. Burton
County Administrator
Lake County

Date 11/23/16

McGuireWoods Consulting LLC:


Print Name:
JOHN F. DUNN

Date 11/21/2016