



18 North County Street 9<sup>th</sup> Fl.  
Waukegan, IL 60085-4350  
Phone 847 377 2929  
Fax 847 984-5889

November 9, 2011

Trent Lehman  
The Ferguson Group, LLC  
1130 Connecticut Ave NW  
Ste 300  
Washington DC 20036

**AMENDED RENEWAL**

**RE: AGREEMENT#27161 – FEDERAL REPRESENTATION SERVICES  
CONTRACT EXPIRATION: 12/31/2011**

Dear Mr. Lehman:

Lake County's current agreement with The Ferguson Group for Federal Representation Services expires **December 31, 2011**. Based upon performance and continuing need, the County is extending this agreement for the following one (1) year period of **January 1, 2012 through December 31, 2012**.

Pursuant to your discussions with Barry Burton, your monthly price will decrease to **\$6,875 monthly** effective **January 1, 2012**.

**The total dollar amount for FY 2012 shall not exceed the amount of \$82,500.** All remaining terms and conditions of the agreement shall apply.

Please indicate your acceptance by signing below and returning this letter **by November 25, 2011**. This form may be returned via e-mail to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) or fax to (847) 984-5889.

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

Sincerely,

Gary O. Gordon  
Purchasing Agent

Acknowledged and Accepted.

Signature:

Company:

cc: Ryan Waller  
Amy McEwan  
Sonia Hernandez  
Efren Heredia  
Accounts Payable  
File

**AGREEMENT NO. 27161 FOR FEDERAL REPRESENTATION SERVICES  
FOR LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County and The Ferguson Group, LLC, 1130 Connecticut Ave NW Suite 300, Washington DC 20036 (hereafter "Contractor").

**RECITALS**

WHEREAS, Lake County is seeking a Contractor to provide Federal Representation Services; and

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

WHEREAS, the Lake County Board passed a resolution at its regular meeting on December 11 2007, authorizing the Purchasing Agent to execute this Agreement;

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

**SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents which constitute the entire agreement between Lake County and the Contractor are:

- A. This Agreement and all exhibits thereto
- B. Request for Proposals (RFP) Number 27161 dated October 2007
- C. The Contractor Response to Request for Proposals Number 27161 dated November 9, 2007

**SECTION 2. SCOPE OF WORK**

The Contractor agrees to provide Federal Representation Services including, but not limited to the following tasks:

**I. Representation:**

- A. Understand and articulate Lake County's needs. Work with the County Board Revenue, Records and Legislative Committee and County Administrator's Office and departments to establish the County federal legislative platform, draft sponsor measures and major legislative/regulatory priorities for the County.
- B. Represent Lake County's interests as defined by the Board with members of Congress, legislative staff, administrative agencies, federal delegations and departments; lobby for support and work with National Association of Counties.
- C. Sponsor, support, amend or oppose Federal legislation or regulations based on importance to the County.

**II. Information:**

- A. Develop a briefing book for federal delegation on County's federal legislative program.
- B. Provide regular reports on Federal legislation and proposed regulations that impact Lake County.
- C. Respond to any questions from members of the County Board, its Committees, County Administrator's Office or designated County officials; participate in conference calls with the Revenue, Records and Legislative Committee of the Lake County Board to

- provide insights and feedback on legislative agenda and federal process.
- D. Analyze legislation and regulations from Lake County's perspective; review and comment on federal initiatives and assist County departments in developing a federal legislative program.
  - E. Assist County departments on means to maximize Federal funding of County programs as directed; provide a monthly update on issues/grant opportunities.

### **III. Access:**

- A. Facilitate, coordinate, and participate with access/visits to federal delegation legislative staff, and/or federal departments for County Board, County Administrator's Office and Department Heads.
- B. Identify Federal grants and other programs and sources that can provide funding for County programs
- C. Key Federal administrative officials
- D. Regulatory agencies and staff
- E. Provide access to office and conference space and logistical support for meetings with the federal delegation and for the County to appear or testify in legislative, regulatory or executive settings when in Washington, DC

### **IV. Training:**

- A. Conduct on-site discussions with departmental representatives as part of a developmental process for a federal legislative program.
- B. Training of designated County staff in the legislative and regulatory process to maximize County resources
- C. Training in how to gather information and analyze political situations in connection with developing and implementing County legislative goals
- D. Training in how to implement both legislative and regulatory changes

### **SECTION 3. DURATION**

This contract shall be in effect for a two (2) year period from January 1, 2008 through December 31, 2009. Lake County reserves the right to renew this contract for three (3) additional one (1) year period(s), subject to acceptable performance by the contractor.

### **SECTION 4. PAYMENTS**

The contractor shall submit monthly invoices in the amount of \$8,333.33. Payment shall be made in accordance with the Local Government Prompt Payment Act.

### **SECTION 5. AGREEMENT PRICE**

Lake County will pay to the Contractor an amount not to exceed \$99,999.96 per year, including all expenses.

### **SECTION 6. ESCALATION**

Prices shall remain fixed for the initial year contract period. The contractor may request a price increase for each successive renewal period by submittal of a written request at least sixty (60) days in advance of the renewal term in the amount up to five percent (5%) of the Agreement price.

### **SECTION 7. 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 8. JURISDICTION, VENUE, CHOICE OF LAW:**

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19<sup>th</sup> 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 9 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**

1. Provide frequent verbal and monthly written reports to Lake County on the progress of the agenda identifying any issues to address.
2. Provide legislative reports on federal issues, minimum six (6) times per year.
3. Visit Lake County annually to compile information to establish the legislative agenda and additionally to keep the County informed.

**SECTION 18. INDEMNIFICATION**

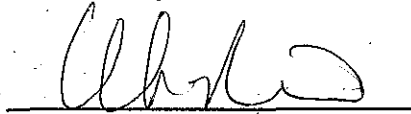
The Contractor agrees to protect, defend, indemnify and hold Lake County, its officers, officials, agents, and employees, (hereafter 'the Indemnified Parties'), free and harmless from and against

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.

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

Lake County:

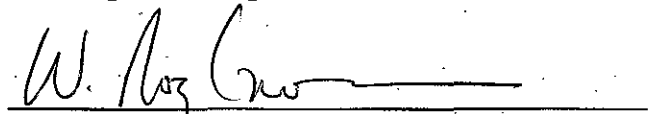


GARY L. REIS

Purchasing Agent  
Lake County

Date 1.29.08

The Ferguson Group, LLC:



Print Name: W. Roger Gwinn

Print Title: President

Date 25 January 2008