

**AGREEMENT #19167
ADVOCACY / LEGISLATIVE CONSULTING
SERVICES FOR LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County and Strategic Advocacy Group, 2309 Mariners Point Lane, Springfield, Illinois, 62712 (hereafter "Consultant").

RECITALS

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

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

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

SECTION 1. AGREEMENT DOCUMENTS

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

- A. This Agreement and all exhibits thereto; and,
- B. Terms and Conditions identified in RFP 19167 Advocacy / Lobbying Services for Lake County.
- C. Consultant's RFP response to RFP 19167 proposal dated October 15, 2019 and the revised price proposal dated November 25, 2019.

SECTION 2. SCOPE OF WORK

The Consultant 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 Consultant will perform the following scope of work:

- Implement the annual Legislative Program for the County in partnership with staff from the Lake County Administrator's Office and other County departments.
- Provide frequent verbal and written reports to the County, as needed and requested, on the progress of the agenda and identify any issues to address.
- Draft legislation, as needed and requested by the County, to be submitted to the Legislative Reference Bureau.
- Maintain and expand relationships with key staff and legislators representing all Lake County legislative districts.
- Review and monitor legislation before the Illinois General Assembly.
- Provide written reports of all legislative activity pertinent to County government.
- Represent the County at hearings and testimonies in the State legislature as needed.
- Offer support and consultation in development of the Lake County Legislative Program, and legislative analysis.
- Facilitate communication between Lake County, legislators and legislative staff.

- Develop County-priority legislation and build appropriate stakeholder coalitions for such legislation to be successfully carried through the legislative process.
- Be proactive in identifying, analyzing, informing and advising the County about potential impacts of the State budget and advocating accordingly.
- Be proactive in identifying, analyzing, informing and advising the County about the potential impacts of any pending legislation and policies and advocating accordingly.
- 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, reducing existing authority of county government, and eroding existing county revenue base.
- Attend all necessary meetings with staff and legislators as needed.

Within thirty (30) days of the execution of the contract (and annually thereafter), the Consultant shall, in conjunction with the County, develop and complete an annual work plan. The work plan will be consistent with the County's current State Legislative Program and the requirements in the Scope of Work. The Consultant shall also define the deliverables for the year in this work plan.

SECTION 3. DURATION

This contract shall be in effect for a one-year (1) period from December 10, 2019 to December 9, 2020. At the end of any contract term, Lake County reserves the right to renew this contract for four (4) additional one (1) year periods, subject to acceptable performance by the Consultant. 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. 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 Consultant an estimated annual amount of \$60,000 inclusive of travel and expenses. The annual retainer would be paid in 12 equal monthly amounts of \$5,000.

Rate Adjustments:

Prices shall remain firm/fixed for the first (1) one-year period. A 3% cost of living adjustment per year for contract renewals starting in year two (2) of the contract shall be applied as follows:

December 10, 2020 - December 9, 2021 annual amount \$61,800 / \$5,150 per month
 December 10, 2021 – December 9, 2022 annual amount \$63,654 / \$5,304.50 per month
 December 10, 2022 – December 9, 2023 annual amount \$65,564 / \$5,463.66 per month
 December 10, 2023 – December 9, 2024 annual amount \$67,531 / \$5,627.58 per month

SECTION 6. MOST FAVORED CUSTOMER

The Consultant shall give preference to Lake County regarding representation on priority issues. In the event a conflict of interest arises between Lake County and a Consultant client, Consultant shall take steps necessary to remedy the conflict of interest.

SECTION 7. KEY PERSONNEL

Key personnel identified for this Agreement:

Mike Grady
Derek Blaida

Consultant shall not replace the Key Personnel Primary Contact without the County's prior written consent. In the event that a Key Personnel Primary Contact is reassigned, becomes incapacitated, or ceases to be employed by Consultant and therefore becomes unable to perform the functions or responsibilities assigned to him, Consultant 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 Consultant having the opportunity to remedy, to request the dismissal and removal of Consultant staff from the project for reasonable cause. Consultant 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 consultant 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 Consultant shall be paid for work performed in the event of cancellation for the convenience of the County.

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. ASSIGNMENT

Subject to Section 7 provisions, neither the Consultant 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 consultant 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:

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) 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 Consultant 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 Consultant.

SECTION 19. INDEMNIFICATION

The Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant.

The Consultant 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 Consultant'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

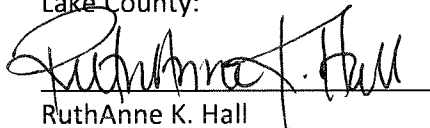
All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product 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

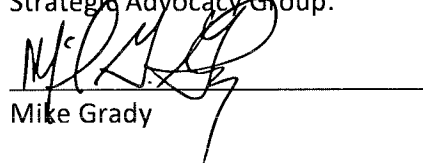
Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

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

Lake County:


RuthAnne K. Hall
Purchasing Agent
Lake County

Strategic Advocacy Group:


Mike Grady

Date 12/10/2019

Date December 10, 2019