

**AGREEMENT #13304
STATE REPRESENTATION SERVICES
FOR LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County and Kolkmeier Consulting, 1111 Williams Blvd., Springfield, IL 62704, (hereafter "Contractor").

RECITALS

WHEREAS, Lake County is seeking a Contractor to provide State 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 10, 2013, 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 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. The Contractor's proposal dated November 8, 2013 noted as Exhibit A

SECTION 2. SCOPE OF WORK

The Contractor agrees to provide legislative consulting services in connection with the County's state legislative issues including, but not limited to the following tasks: represent Lake County's interests with legislators, staff, and agencies; advocate Lake County's position on legislation, regulations and state issues and monitor, report and analyze actions; assist Lake County in packaging projects and securing funding, and; assist Lake County with access to appropriate legislators, regulatory agencies and officials.

SECTION 3. DURATION

This contract shall be in effect for a two year (2) period from January 1, 2014 to December 31, 2015. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to 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 retainer of \$50,400 for 2014 and \$51,060 for 2015. The annual retainers would be paid in 12 equal monthly amounts of \$4,200 for the period January 1, 2014 to December 31, 2014 and a monthly amount of \$4,255 for the period January 1, 2015 to December 31, 2015.

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. 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 8. 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 9. 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 10. 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 11. MODIFICATION

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

SECTION 12. 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 13. 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 14. 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 15. 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 16. DELIVERABLES

Provide frequent verbal and monthly written reports to Lake County on the progress of the agenda identifying any issues to address.

SECTION 17. 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:

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 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.

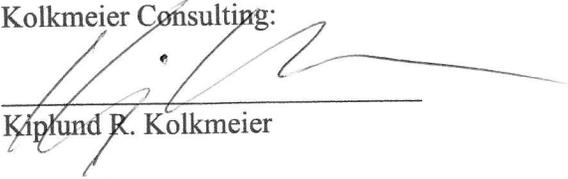
IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

RuthAnne Hall
Purchasing Agent
Lake County

Date _____

Kolkmeier Consulting:



Kiplund R. Kolkmeier

Date 12/9/13

Kolkmeier Consulting

1111 Williams Blvd.
Springfield, IL 62704

Kip Kolkmeier
Legislative Consultant

Tel (312) 339-6540
Fax (217) 793-7787
Kiplund.Kolkmeier@KolkmeierConsulting.com

November 8, 2013

Mr. Aaron Lawlor
Chairman
Lake County Board
18 N. County St.
Waukegan, IL 60085

RE: Proposed 2014-2015 Illinois Legislative Consulting Contract

Dear Chairman Lawlor:

I have greatly enjoyed working on behalf of the residents and taxpayers of Lake County. As you know, I have focused my State legislative work on protecting the role of local governments to meet the need of local constituents. Over the many years I have worked for the Lake County Board, we have achieved many successes.

Working together, we have passed dozens of initiatives to improve local services, defeated efforts to impose millions of dollars in unfunded mandates, and brought significant State resources back to the County. I would appreciate the opportunity to continue working for the Lake County Board. As the next legislative session approaches, I would therefore propose a new two year contract.

The proposed term of the agreement would be January 1, 2014 to December 31, 2015. Specific services provided to Lake County would include:

- Development of comprehensive legislative strategies;
- Drafting and initiation of legislation;
- Supporting or opposing legislation throughout the legislative process;
- Participating in legislative committee hearings by assisting in witness preparation, drafting of testimony and/or appearing as a witness;
- Monitoring legislative committee hearings and House and Senate floor action; and
- Monitoring and assisting in the passage and defeat of legislation through direct contact with the appropriate legislators and staff, the Governor's office, related state agencies and departments, and representatives of interest groups.

The proposed fee for legislative consulting services would be an annual retainer of \$50,400 for 2014 and \$51,060 for 2015. The annual retainers would be paid in 12 equal monthly payments (\$4,200 each month January to December 2014 and \$4,255 each month January to December 2015). The proposed 2014 and 2015 retainers would include an increase of only \$55 per month above the current retainers.

For purposes of this proposal, the County would acknowledge that Kolkmeier Consulting is not a law firm and will not provide legal advice to Lake County. I would be responsible for compliance with all applicable governmental ethics filings and training including State lobbyist registration.

Please let me know if you have any questions concerning this proposal, and thank you for your consideration.

Very truly yours,



Kiplund R. Kolkmeier