

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 08 - 175

**APPROVAL OF AGREEMENT FOR GOVERNMENT RELATIONS / TRANSPORTATION SERVICES  
WITH ILLINOIS GOVERNMENTAL CONSULTING GROUP, L.L.C.  
FOR KANE COUNTY DIVISION OF TRANSPORTATION**

WHEREAS, it is deemed to be in the best interest of the County of Kane and of the motoring public for the County to employ a consultant to provide government liaison services for transportation related matters; and

WHEREAS, in order to effectuate said services it is necessary for the County to retain a professional governmental liaison consultant; and

WHEREAS, significant coordination is required with the Illinois Department of Natural Resources, Illinois Department of Transportation, Illinois Environmental Protection Agency, railroad companies, and other state / federal agencies for various transportation projects; and

WHEREAS, Illinois Governmental Consulting Group, L.L.C., 455 North Cityfront Plaza Drive, Suite 1500, Chicago, IL 60611 has experience and professional expertise and is willing to perform the required liaison services for \$3,000.00 per month plus reasonable expenses for a period of one year from June 1, 2008 through May 31, 2009.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an agreement (a copy of which is on file with the County Clerk's Office) with Illinois Governmental Consulting Group, L.L.C to provide government legislative services for the Kane County Division of Transportation.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of Thirty Six Thousand Dollars (\$36,000.00) and other reasonable and allowable expenses as per the agreement with said amounts to be paid from County Highway Fund #300, Line Item #50150 (Contractual/Consulting Services).

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
300.520.520.50150	Contractual/Consulting Services	Yes	Yes	


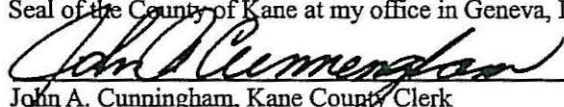
Passed by the Kane County Board on May 13, 2008.

  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes \_\_\_\_\_  
No \_\_\_\_\_  
Voice \_\_\_\_\_  
Abstentions \_\_\_\_\_

5ILGVTGRP.4LH

STATE OF ILLINOIS  
COUNTY OF KANE  
DATE JUN 06 2008  
I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file.  
  
In witness whereof, I have hereunto set my hand and affixed the Seal of the County of Kane at my office in Geneva, Illinois.  
  
John A. Cunningham, Kane County Clerk

**AGREEMENT FOR GOVERNMENT RELATIONS / TRANSPORTATION SERVICES**  
**PURCHASE ORDER #2008-604**

This Agreement is entered into as of this 13th day of May, 2008 by and between the County of Kane, of 719 South Batavia Avenue, Geneva, Illinois 60134, a body corporate and politic of the State of Illinois (hereinafter referred to as the "County") and Illinois Governmental Consulting Group, L.L.C., of 500 North Dearborn, Suite 1030, Chicago, IL 60610 (hereinafter referred to as the "Consultant").

In consideration of the mutual covenants and agreements contained in this agreement, the County and the Consultant agree, covenant and bind themselves as follows:

1. Services. Consultant agrees to perform for the County the Services as described in Exhibit A, which exhibit is attached hereto, incorporated herein and made a part hereof (hereinafter referred to as the "Services").
2. Direction. The Kane County Engineer or his written designee shall act as the County's sole representative and contact person with the Consultant with respect to the Services to be provided by the Consultant under this Agreement, and may transmit instructions to and receive information from the Consultant with respect to the Consultant Services.
3. Compensation. The County agrees to pay the Consultant for providing the Services set forth herein at a rate of \$3,000 per month plus reasonable expenses incurred by the Consultant in providing the services. Said expenses must be first approved by the County Engineer in writing prior to payment by the County. Said approval by the County Engineer shall not be unreasonably withheld.
4. Sub-consultants. The prior written approval of the County Engineer shall be required before any sub-consultants are hired by the Consultant to complete any part of the Services. Any such sub-consultants shall be hired and supervised by the Consultant and the Consultant shall be solely responsible for any and all work performed by said sub-consultant or sub-consultants in the same manner and with the same liability as if performed by the Consultant.
5. Satisfactory Performance. The Consultant's and any sub-consultant's standard of performance under the terms of this Agreement shall be that which is to the satisfaction of the County and meets or exceeds the quality and standards commonly accepted in the industry.
6. Conflict Of Interest. The Consultant covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of Consultant's services under this Agreement.
7. Ownership of Documents. The Consultant agrees that all writings, notes, data, reports, drafting, studies, prepared by the Consultant for the County under the terms of this Agreement shall be properly arranged, indexed and delivered to the County within ninety (90) days of written request therefor. The documents and materials made or maintained under this Agreement shall be and will remain the property of the County which shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided in this Agreement. All related writings, notes, documents,

information, files etc., created, compiled, prepared and/or obtained by the Consultant on behalf of the County for the Services shall be the property of the County and used solely for the County's Services. The Consultant shall permit the County immediate access to any such document upon the request of the County.

8. Compliance with State and Other Laws. The Consultant and sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and obtain all licenses and permits that are applicable or otherwise required to perform the Services. The Consultant and sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.
9. Term. The term of this Agreement shall be from June 1, 2008 through May 31, 2009, unless earlier terminated by either party with a thirty (30) day written notice.
10. Termination. This Agreement may be terminated upon thirty (30) days written notice of either party. In the event of termination, the Consultant shall prepare a final invoice and be due compensation calculated as described in paragraph 3 above for all costs incurred through the date of termination.
11. Payment. Consultant shall invoice the County on a monthly basis for the Services performed and any costs and expenses incurred therefore during the previous thirty (30) day period. The County shall pay Consultant within forty five (45) days of receipt of said invoice.
12. Notices. All notices given pursuant to this Agreement shall be sent by Certified Mail, postage prepaid, to the parties at the following addresses:  

The County:  County of Kane Division of Transportation 41W011 Burlington Road St. Charles, IL 60175 Attn: County Engineer	The Consultant:  Illinois Governmental Consulting Group, L.L.C. 455 North Cityfront Plaza Drive, Suite 1500 Chicago, IL 60611 Attn: Frank Cortese
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13. Waiver. The failure of either party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be construed as a waiver of any right to enforce any term, covenant, agreement or condition herein contained.
14. Amendment. No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing approved by the governing body of the County and signed by the Consultant.
15. Succession. This Agreement shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

16. Entire Agreement. This Agreement contains the entire Agreement between the parties. There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.
17. Non-Assignment. This Agreement shall not be assigned by either party without prior written approval by the other party requesting the assignment.
18. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement, which will remain in full force and effect and enforceability in accordance with its terms.
19. Governing Law. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute arising hereunder shall be in the County of Kane.

IN WITNESS WHEREOF, we have hereunto signed our names the day and year first above written.

COUNTY OF KANE

  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

ILLINOIS GOVERNMENTAL CONSULTING  
GROUP, L.L.C.

  
By: Frank Cortese  
Managing Member

ATTEST:

  
John A. Cunningham  
County Clerk  
Kane County, Illinois



ATTEST:

  
Patricia L. Dutton



## **EXHIBIT "A"**

### **SCOPE OF WORK AND SERVICES TO BE PROVIDED**

#### **I. Government Relation Services**

Draft and interpret proposed legislation at request of the County of Kane (Client)

Monitor and assist the Client in dealing with array of state and federal statutes, rules, regulations and requirements.

Monitor and assist client in Client's efforts to procure funding from all governmental sources.

Direct lobbying for, and representation of, the Client at all levels of local and state government.

Create strategic alliances with Client and public interest groups, trade associations and other organizations with common interests and/or goals of the Client.

Serve as a liaison on behalf of the Client with state and local agencies and other significant organizations which control or affect the Client's stated priorities.

Provide regular consultation and communication as requested by the Client to State agencies, elected officials and legislative committees.

Respond to all Client requests and coordinate any initiatives taken by the Client.

#### **II. Client Strategy Services**

Develop, with Client, a strategy for implementing any agenda of the Client.

Maintain close relationship with all elected officials and work to ensure Client's funding requests are being prosecuted fairly and expeditiously.

Provide up to date information on legislative and administrative proposals that may affect the Client's interests.

Maintain frequent information contact with agency officials at all levels of government. Make recommendations when Client should communicate with agency officials and elected official directly.

Closely monitor the Illinois General Assembly and all state agencies to identify proposed actions or activities of interest to the Client. Make recommendations regarding the efforts, activities and course of conduct that will most benefit the Client and its interests. Propose methods so that Client and Client's concerns may be best represented.

Monitor the General Assembly and all state agencies for all legislative functions and identify pending legislation, regulatory and policy actions (i.e. appropriations, authorization bills, budget resolutions, legislation and the like directly or indirectly impacting the Client and the like).

Monitor all state actions through interaction with elected officials, legislative committees, house and senate members and their staffs, direct contact with all state officials and networking with other consultants and interest groups representing interests similar to those of the Client.

Advise Client of upcoming hearings as well as Senate and or House committee and floor action on issues of importance to the Client.

Upon identification of any government activities important to the Client, recommend appropriate response or actions to the Client.

### **III. Additional Consultant Services**

Coordinate briefings with elected and agency officials on Client's priorities and objectives and status thereof.

Develop and implement an aggressive and comprehensive campaign to regularize and broaden direct communication between the Client's officials and high level decision makers within state government. Promote opportunities and events that shall raise the awareness of state elected and appointed officials of the Client and the Client's legislative needs.

Assist the Client in its development and implementation of a strategy that raises the consciousness and awareness of the Client and its officials.

Provide new opportunities and events that raise the awareness of the Client with key decision makers in state and local government