

**Federal Level Advocacy /legislative Consulting Services for Lake County  
AGREEMENT FOR PROFESSIONAL SERVICES  
For LAKE COUNTY**

This Agreement for Professional Services (“**Agreement**”) is between the County of Lake (“**County**”) and McGuireWoods Consulting LLC (“**Consultant**”), whose principal business address is 77 W. Wacker Drive, #4300 Chicago, IL 60601.

**RECITALS**

1. Lake County issued a Request for Proposal (RFP) seeking federal & state Level advocacy /legislative consulting services for Lake County (“**Services**”).
2. Consultant responded timely with a proposal for federal level advocacy/legislative consulting services dated September 7, 2023 (“**Proposal**”).
3. The RFP reserved the right for Lake County to award the agreement in whole or in part if determined to be in the best interests of the County.
4. Based on Consultant’s Proposal, the County and Consultant have negotiated terms under which Consultant will perform the services for federal level advocacy/legislative consulting services.
5. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

The documents that encompass the parties’ understanding are listed below and shall be considered in the following order of precedence, with the Consultant’s proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

- A. This Agreement and its exhibits
  - a. Exhibit A – Scope of Work
- B. Consultant’s proposal dated September 7, 2023.
- C. The County’s RFP (including any addenda to it).

**SECTION 2. SCOPE OF WORK**

The scope of work that Consultant agrees to perform for Federal level advocacy/legislative consulting services is set forth in Exhibit A to this Agreement.

**Section 3. PERFORMANCE MEASURES**

Performance measures shall be established by the County during an initial process establishment meeting that will be held within the first month of work under the contract, to be reported annually to the County Administrator's Office and Lake County's Legislative Committee in December of each year. Consultant shall submit a project plan in advance for the legislative meeting in December that outlines milestones and expectations. The County will monitor performance levels based on progress reviews of the agreed upon project plan for the services.

#### **SECTION 4. EFFECTIVE DATE; TERM**

This contract shall be in effect for a one (1) year period beginning upon execution. Lake County reserves the right to renew this contract for four (4) additional one (1) year period(s), 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.

Any changes to the scope of the project that may limit the services the Consultant performs must be documented pursuant to Section 6 - Contract Modifications. If the County and Consultant are unable to agree on terms, either party shall be permitted to terminate the Agreement pursuant to Section 16 (a) – Termination for Convenience.

**Effective Date.** Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

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

The County will pay Consultant a fee of \$8,000 per month for deliverables identified Consultant's proposal dated September 7, 2023, for federal lobbyist services, and will invoice the County not more than once per month based upon the actual expense reimbursement. This fee will cover all Consultant's expenses and no additional reimbursement will be sought for operational expenses, travel to /from Springfield or Washington D. C., transportation, food, per diem, etc. No additional expenses will be billed to Lake County without documentation pursuant to Section 6 – Contract Modifications.

## SECTION 6. INVOICES & PAYMENT

- A. At the start of this Agreement, the County will issue a purchase order for the work and Consultant shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Consultant shall permit a representative from Lake County to inspect and audit all of Consultant's data and records for the work and services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).
- D. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Consultant must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

## SECTION 7. CONTRACT MODIFICATIONS

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the

Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within 10 business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach agreement on a proposed Modification, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unmodified) terms and conditions.

Modifications that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Contract Modification for appropriate signature or approval.

#### **SECTION 8. INDEMNIFICATION**

Consultant agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs (collectively, "Losses"), arising out of this Agreement and arising from the Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentionally harmful acts; provided, however, that no indemnity obligation will apply to Losses caused by Lake County's negligent, reckless or intentionally harmful acts. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

#### **SECTION 9. 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- VIII 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:

##### 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:

\$ 2,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

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

\$ 5,000,000 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.

#### Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

#### Excess/ Umbrella Liability

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project: \$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

#### 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.

#### Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants and/or Software Developer for the plans of the project

shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Cyber Liability

Cyber Liability Insurance for unauthorized release of Personally Identifiable Information (PII), protected Health Information (PHI) and confidential information of third parties and employees including Privacy Regulatory coverage for both legal defense and fines/penalties from a privacy breach for risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

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 & non-contributory over Lake County's insurance 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 volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form 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. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

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

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov) in place of hard copies.**

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.

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**SECTION 10. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL**

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.
- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Consultant shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

Gregory Bales  
Elias Mossos  
James Sherwood

- D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

**SECTION 11. DISPUTE RESOLUTION**

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

**SECTION 12. NO IMPLIED WAIVERS**

Waivers of a term or condition of this Agreement shall be in writing, and that writing must



describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

#### **SECTION 13. SEVERABILITY**

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

#### **SECTION 14. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS**

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 of Lake County, Illinois.

#### **SECTION 15. NOTICES AND COMMUNICATIONS**

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

**Gregory M. Bales**  
Senior VP Government Relations  
Email: [gbales@mwcllc.com](mailto:gbales@mwcllc.com)  
Phone: 312 849 8241

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

#### **SECTION 16. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

#### **SECTION 17. TERMINATION**

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

## **SECTION 18. CONFIDENTIALITY**

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

## **SECTION 19. 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 20. PRESS/NEWS RELEASES**

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

## **SECTION 21. DEBARMENT AND SUSPENSION**

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The Consultant certifies to the best of his or her knowledge and belief that the Consultant:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consultant agrees that, during the term of this Agreement, Consultant shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Consultant has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

#### **SECTION 22. NON-DISCRIMINATION**

During the term of this agreement, Consultant agrees to and shall comply with Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

Consultant represents that it is an equal opportunity employer it bases all employment-related decisions upon valid job-related factors, without regard to race, sex, gender, gender identity, national origin, color, disability, age, sexual orientation, veteran status, marital status, religion, or any other status protected by law. Consultant's equal opportunity policy applies to recruitment, hiring, training, appointments, selection, promotion and all other personnel actions and conditions of employment such as compensation, benefits, layoffs and reinstatements, training, tuition assistance and disciplinary measures.

The County represents that no federal funds will be utilized to finance the services provided by Consultant for the term of this Agreement and Consultant is not serving as a federal contractor or subcontractor under this Agreement.

#### **Section 23. Miscellaneous**

Consultant is a wholly owned subsidiary of the law firm McGuireWoods LLP ("McGuireWoods law firm"). Occasionally lawyers at the McGuireWoods law firm provide non-legal services to Consultant clients, but Consultant does not provide legal services or advice, nor does this Agreement include the provision of legal services by the McGuireWoods law firm or give rise to an attorney-client relationship between the McGuireWoods law firm and the County. No communications with anyone at the McGuireWoods law firm will be protected by the attorney client privilege unless County hires the law firm to provide legal services. This Agreement does not affect the attorney-client relationship, or the privileged nature of any communications, between the County and the McGuireWoods law firm pursuant to a separate engagement for legal services, whether established before or after the date of this Agreement. If the County desires legal services, the County may enter into a separate engagement with the McGuireWoods law firm; it is not necessary for the County to engage

the McGuireWoods law firm in order to obtain Consultant's services, or vice versa.

The County acknowledges that it is engaging Consultant and is not represented by the McGuireWoods law firm under this Agreement, and the County consents to the McGuireWoods law firm's representation of other persons and entities on legal matters, including litigation, that may adversely affect the County's interests, directly or indirectly, but are unrelated to the specific representation the County has asked Consultant to undertake on its behalf.

**Signed:**

**COUNTY OF LAKE**

**MCGUIREWOODS CONSULTING LLC**

By: \_\_\_\_\_  
Its County Administrator

By: \_\_\_\_\_  
Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## Exhibit A

[Scope of Work]

Lake County is seeking a federal consultant that will:

1. Assist Lake County in the development of a long-term cohesive federal lobbying strategy.
2. Facilitate meetings and engagement between Lake County, Congress, and all federal branches of government.
3. Assist in lobbying the United States Congress and relevant federal agencies.
4. Monitor legislation that may impact Lake County and provide recommendations on possible paths forward.
5. Represent Lake County in Washington D.C. when decisions are being made.
6. Establish relationships with key legislators and staff.
7. Assist in the development of the County's federal legislative priorities. As well as develop and implement strategies to successfully promote the County's federal legislative priorities.
8. Experience presenting legislative objectives from units of local government to members of the United States Congress and other applicable federal agencies.
9. Monitors federal legislation, legislative committees, federal agencies, rulemaking, and the activities of appropriate interest groups which pertain to the County's strategic plan, priorities, interests, goals, and objectives.
10. Identifies opportunities for County staff and elected officials to testify before legislative committees and subcommittees with respect to proposed legislation; communicate such opportunities to the County Administrator or designee in a timely manner; assist in preparation of testimony to be given; and as requested, testify on behalf of the County.
11. Attend meetings of the Lake County Legislative Committee, as may be requested by the County Administrator, or designee in order to brief County officials on legislative activities.
12. Provide written and oral reports to the County Administrator and County Board, as mutually agreed upon, in order to inform the County regarding the status of pertinent legislation and of the lobbying activity/efforts of the Consultant.
13. Identify and notify the County in advance of opportunities for grants and funding that align with the County's strategic plan and priorities. The consultant will also support Lake County's application for any funding.
14. Provide federal lobbying and consulting services with congressional directed spending and community project funding (earmarks) applications.
15. Coordinate with County Board Members and the Administrator's Office during travel and visits to Washington D.C. to enhance collaboration efforts and promoting the County's interests and priorities.

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