

Requisition 25k and over

LEG-P-0496-15

AWARDING RESOLUTION TO  
BGR GOVERNMENT AFFAIRS, LLC  
FOR CONSULTING SERVICES AS LOBBYISTS  
(COUNTY COST: \$80,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Legislative Committee recommends County Board approval for the issuance of a Contract to BGR Government Affairs, LLC, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County's Division of Transportation and Stormwater Management, for the period September 1, 2015 through August 31, 2016, for the DuPage County Board.

NOW, THEREFORE, BE IT RESOLVED that County Contract covering said, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County's Division of Transportation and Stormwater Management, for the period September 1, 2015 through August 31, 2016, for the DuPage County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to BGR Government Affairs, LLC, the Homer Building, 11th Floor South, 601 Thirteenth Street, NW, Washington, DC., 20005, for a contract totaling \$80,000.00.

Enacted and approved this 25th day of August, 2015 at Wheaton, Illinois.

\_\_\_\_\_  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
PAUL HINDS, COUNTY CLERK

Requisition 25k and over

LEG-P-0496-15



## PROCUREMENT REVIEW CHECKLIST REQUISITION

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<b>DATE SUBMITTED</b>	August 12, 2015	<b>CONTRACT TERM</b>	9/1/2015 THRU 8/31/2016
<b>CONTRACT TOTAL AMOUNT</b>	\$80,000	<b>REQUESTING DEPT.</b>	LEGISLATIVE & GOVERNMENTAL AFFAIRS COMMITTEE

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required** Other Professional Services - Detailed Vetting Process Required

Sally Karner	Completed	08/12/2015 9:52 AM
Sheryl Markay	Completed	08/12/2015 9:57 AM
Kathy Ostrowski	Completed	08/12/2015 1:05 PM
John Meneghini	Completed	08/12/2015 2:31 PM
Paul Rafac	Completed	08/13/2015 11:20 AM
Tom Cuculich	Completed	08/13/2015 12:41 PM
Kathy Ostrowski	Completed	08/20/2015 8:37 AM
Legislative & Governmental Affairs Committee	Pending	08/25/2015 7:30 AM
Finance Committee	Pending	08/25/2015 8:00 AM
County Board	Completed	08/25/2015 10:00 AM



**Procurement Services Division  
Purchase Requisition**

Requisition # \_\_\_\_\_  
 Dept. Req. # \_\_\_\_\_  
 Requisition Date \_\_\_\_\_  
 Solicitation # \_\_\_\_\_

MAIL PO TO:		SEND INVOICES TO:	
VENDOR #:	12045	DEPARTMENT:	County Board
SUPPLIER:	BGR Government Affairs, LLC	DIVISION:	
ATTENTION:		ATTENTION:	Mary Becker
ADDRESS:	The Homer Building, 11th Floor S. 601 13th St. NW	ADDRESS:	421 N COUNTY FARM ROAD
CITY, ST ZIP:	Washington DC 20005	ROOM:	Third Floor
PHONE:	202-333-4936	CITY, ST ZIP:	
FAX:		PHONE:	
EMAIL:		FAX:	
		EMAIL:	

SEND PAYMENTS TO:		SHIP TO:	
VENDOR #:	12045	DEPARTMENT:	
SUPPLIER:	BGR Government Affairs, LLC	DIVISION:	
ATTENTION:		ATTENTION:	
ADDRESS:	PO Box 14416	ADDRESS:	421 N COUNTY FARM ROAD
CITY, ST ZIP:	Washington DC 20044-4416	LOCATION:	
PHONE:		CITY, ST ZIP:	WHEATON, IL 60187
FAX:		PHONE:	
EMAIL:		FAX:	
		EMAIL:	

BUYER	TERMS	F.O.B.	DELIVERY DATE				REQUESTED BY			
	PER 50 ILCS 505/1	DESTINATION								
RESOLUTION #	RESO DATE	VENDOR #	CONTRACT START DATE				CONTRACT END DATE			
		12045	9/1/2015				8/31/2016			
LN	QTY	U/M	ITEM #	DESCRIPTION	FY	FD	AGY.ORG	OBJT	UNIT PRICE	EXTENSION
1				Consulting Services as a Lobbyist -DOT	15	1500	3500	53050	7,500.00	7,500.00
2				Stormwater	15	1600	3000	53050	7,500.00	7,500.00
3				CB	15	1000	1180	53050	5,000.00	5,000.00
4				DOT	16	1500	3500	53050	22,500.00	22,500.00
5				Stormwater	16	1600	3000	53050	22,500.00	22,500.00
6				CB	16	1000	1180	53050	15,000.00	15,000.00
				<i>NOT TO EXCEED YEARLY AMOUNT OF \$80,000.00</i>						
									<b>REQUISITION TOTAL</b>	<b>80,000.00</b>

SPECIAL INSTRUCTIONS/COMMENTS:

Attachment: BGR - Requisition (LEG-P-0496-15 : BGR Government Affairs, LLC)



**PROCUREMENT REVIEW CHECKLIST**

REQUISITION # 5407

This form must accompany all County Purchase Requisitions.

**NEW PURCHASE ORDER REQUEST**

REQUISITION #		CONTRACT TERM	9-1-2015 to 8-31-2016
DATE SUBMITTED	08/11/15	REQUESTING DEPT.	County Board
VENDOR	BGR Government Affairs, LLC	DEPT. CONTACT	Sheryl Markay/Mary Becker
VENDOR PHONE #	202-333-4936	CONTACT PHONE #	6012/6009
DESCRIPTION OF PROCUREMENT / SCOPE OF WORK	Consulting services as a lobbyist representing DuPage County before the federal government, specifically Congress and the Executive Branch. <i>NOT TO EXCEED → \$ 80,000</i>		
REASON FOR PROCUREMENT	It is important that the views of DuPage County Government are communicated to policy makers at the federal level. BGR Government Affairs LLC will represent the County through lobbying activities with members and staff of the United States Congress and the Federal Executive Branch. BGR Government Affairs LLC will assist DuPage County develop and pursue federal funding opportunities, define a legislative agenda, and strengthen its relationship with Administrative and Congressional decision makers. The firm's primary focus will be: working to restore funding swept by Congress to complete the final reaches of the DuPage River (Superfund site) clean-up and restoration project; to position County Highway Projects and specifically the Western Access project to receive federal highway funding under the new Transportation Reauthorization Bill; identify potential funding and grant opportunities; and to remain in regular communication with the members (and staffs) of the Illinois Congressional Delegation.		
BACKGROUND (HISTORY)	Previously the County has retained lobbyists at both the federal and state level. BGR Government Affairs LLC has represented DuPage County since September of 2009.		

**SOURCE OF FUNDING**

- THIS PROCUREMENT WAS SPECIFICALLY BUDGETED FOR (FY & BUDGET CODE) 1600-3000-53050, 1500-3500-53050, 10
- BUDGET TRANSFER (DATE) \_\_\_\_\_
- FUNDS FOR THIS PROCUREMENT HAVE BEEN IDENTIFIED IN BUDGET LINE \_\_\_\_\_

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE PER QUOTE # \_\_\_\_\_ (ATTACH QUOTE TABULATION)
- LOWEST RESPONSIBLE BIDDER PER BID # \_\_\_\_\_ (ATTACH BID TABULATION)
- PER COOPERATIVE PURCHASING AGREEMENT: \_\_\_\_\_ (STATE NAME OF COOPERATIVE)
- INTERGOVERNMENTAL AGREEMENT
- PUBLIC UTILITY (EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding)
- SOLE SOURCE (ATTACH SOLE SOURCE JUSTIFICATION FORM) - EXEMPT FROM BIDDING PER DU PAGE COUNTY PURCHASING ORDINANCE, ARTICLE 4-102(5)
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under \$35,000.00
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding. Explain below:  
\_\_\_\_\_

**BASIS OF DECISION MEMO (ATTACH DECISION MEMO)**

- EXPLANATION OF REQUEST FOR PROPOSAL (RFP) INSTEAD OF BID. MOST QUALIFIED OFFEROR PER PROPOSAL # \_\_\_\_\_ (INCLUDE EVALUATION SUMMARY WITH DECISION MEMO)
- PROFESSIONAL SERVICES EXCLUDED PER 50 ILCS 510 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)
- OTHER PROFESSIONAL SERVICES (DETAIL VETTING PROCESS ON DECISION MEMO)
- EMERGENCY PROCUREMENT AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_
- REQUEST WAIVER OF COUNTY BID RULES (ONLY ALLOWABLE TO STATUATORY LIMITS)
- OTHER THAN LOWEST RESPONSIVE, RESPONSIBLE SOLICITATION # \_\_\_\_\_

MB x6009	08/11/15	<i>Signature on File</i>	
PREPARED BY (initials and phone ext.)	DATE	RECOMMENDED FOR APPROVAL	DATE
<i>KMK</i>		<i>[Signature]</i>	8/12/15
REVIEWED BY			
BUYER	DATE	PROCUREMENT MANAGER	DATE
<i>[Signature]</i>	8/13/15	<i>[Signature]</i>	8-13-2015
CHIEF FINANCIAL OFFICER (DECISION MEMOS OVER \$25,000)	DATE	STATES ATTORNEY'S OFFICE (AS REQUIRED)	DATE
<i>[Signature]</i>	8-13-15		
CHAIRMAN'S OFFICE (DECISION MEMOS OVER \$25,000)	DATE		DATE
<i>[Signature]</i>	8-15-15		

Attachment: BGR - Checklist (LEG-P-0496-15 : BGR Government Affairs, LLC)



5407

This document is required for all Professional Service (3090) Contracts, all Contracts \$15,000 or greater or between \$5,000 and \$14,999 where 3 quotes are not feasible.

REQUISITION #		REQUESTING DEPARTMENT	County Board
VENDOR	BGR Government Affairs LLC	DEPARTMENT CONTACT	Sheryl Markay/Mary Becker
DATE SUBMITTED FOR REVIEW	8-12-15	CONTACT PHONE #	6012/6009

**ISSUE:**

Engage lobbyist services to represent and promote DuPage County interests at the federal level.

**BACKGROUND:**

Previously the County has retained lobbyists at both the federal and state level. BGR Government Affairs LLC has represented DuPage County since September of 2009.

**DISCUSSION:**

It is important that the views of DuPage County Government are communicated to policy makers at the federal level. BGR Government Affairs LLC will represent the County through lobbying activities with members and staff of the United States Congress and the Federal Executive Branch. BGR Government Affairs LLC will assist DuPage County develop and pursue federal funding opportunities, define a legislative agenda, and strengthen its relationship with Administrative and Congressional decision makers. The firm's primary focus will be: to work with our Congressional delegation to appropriate dollars to the Title X Thorium fund to complete the final restoration of the DuPage River (Superfund site); to position County Highway Projects and specifically the Western Access project to receive federal highway funding under the new Transportation Reauthorization Bill; identify potential funding and grant opportunities; and to remain in regular communication with the members (and staffs) of the Illinois Congressional Delegation concerning DuPage County needs and priorities.

**OPTIONS (ITEMIZE):**

1. Selection of BGR Government Affairs LLC
2. Selection of other entity
3. Selection of no entity

**RECOMMENDATIONS:**

BGR Government Affairs LLC has represented the County since 2009 and is one of the top ranked lobbying firms in Washington. BGR team members have a strong grasp of the legislative process and working knowledge of the federal government. Government relations services will continue to be provided primarily by BGR Principal Bill Viney, a native of Wheaton, who possesses an extensive background in the federal appropriations process, assisted by Bob Wood, Joshua Lamel and Dan Murphy. The firm maintains strong bi-partisan working relationships with the Illinois Delegation and key Congressional Leaders.

**FISCAL IMPACT (LIST CURRENT YEAR AND CONTRACT TOTAL IN ADDITION TO ANY NARRATIVE):**

The contract will be in effect for a one year period from 9/1/15 through 8/31/16 at a cost of \$80,000. No expenses are included in this contract.

Attachment: BGR - Decision Memo (LEG-P-0496-15 : BGR Government Affairs, LLC)



## Required Vendor Disclosure Statement

Company Name:	BGR Group		
Company Contact:	Bill Vinay	Contact Phone:	202-661-6335
Bid/Contract/ PO:			

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
NONE				

*Attach additional sheets if necessary. Sign each added sheet and number each page \_\_\_ (#) of \_\_\_ (total pages).*

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
NONE		

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

*Signature on File*

William K. Vinay  
Principal, BGR Group  
8/4/15

Printed Name

Title

Date

Page 1 of \_\_\_\_\_

*Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.*

Attachment: BGR - Ethics Disclosure (LEG-P-0496-15 : BGR Government Affairs, LLC)



# COUNTY OF DuPAGE, ILLINOIS

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1<sup>st</sup> day of September, 2015 and is entered into by and between the County of DuPage, a body politic and corporate ("County") and BGR Government Affairs, LLC a Contractor ("Contractor")

### RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing, September 1, 2015 and continuing through August 31, 2016 ("Term"), unless terminated sooner as provided herein.
3. **Scope of Services: Individual** agrees to provide the services required and, if applicable, set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for Services during the initial term shall be based on a monthly rate of \$6,666.66 with a total that shall not exceed, Eighty Thousand Dollars (\$80,000.00), with no reimbursement for expenses. Compensation shall be based on actual services performed during the Term of this Agreement and the County shall not be obligated to pay for any services not in compliance with this Agreement. In the event of early termination of this Agreement, the County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or services performed after the effective date of termination as provided herein. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Events of Default and Remedies.**

# COUNTY OF DuPAGE, ILLINOIS

- 6.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.
- 6.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.
7. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.
8. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.
9. **Confidentiality and Ownership of Documents.**
- 9.1 **Confidential Information.** In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
- 9.2 **Ownership.** All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.
10. **Representations and Warranties of Individual:** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
- 10.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.



## COUNTY OF DuPAGE, ILLINOIS

- 10.2 Compliance with Laws. Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.
- 10.3 Good Standing. Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.
- 10.4 Authorization. In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.
- 10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.
11. **Independent Contractor:** It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County. Individual hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number).
12. **Indemnification:** Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Individual and County shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).
13. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County's sole option the right to declare Individual in default under this Agreement.
14. **Insurance.**

## COUNTY OF DuPAGE, ILLINOIS

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- 14.1 **Automobile Insurance.** If Contractor will be driving a vehicle in the course of performing the Services, Contractor shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.
- 14.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Contractor carry Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation and Employer's Liability Insurance, Contractor agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Contractor or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services, unless caused by the gross negligence of the County.
15. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE COUNTY:**

DuPage County Board Office  
421 North County Farm Road  
Wheaton, IL 60187

**COPY TO:** John A. Meneghini, Procurement Officer  
DuPage County Procurement Services Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

**COPY TO:** Assistant State's Attorney  
William J. Bauer Judicial Office Facility - Annex  
503 North County Farm Road  
Wheaton, Illinois 60187

**IF TO CONTRACTOR:**

William K. Viney  
BGR Governmental Affairs, LLC  
PO Box 14416  
Washington DC 20044-4416

16. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.
17. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

- 18. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
- 19. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COUNTY OF DU PAGE

CONTRACTOR

By: \_\_\_\_\_  
John A. Meneghini  
Procurement Officer

By: \_\_\_\_\_  
William K. Viney  
BGR Government Affairs, LLC

Attachment: BGR - Agreement (LEG-P-0496-15 : BGR Government Affairs, LLC)

# COUNTY OF DuPage, ILLINOIS

## Exhibit A

### SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	<b><u>BGR Government Affairs LLC</u></b>	Contract Date	<b><u>9/1/15-8/31/16</u></b>
County's Project Manager	<b><u>Sheryl Markay</u></b>	Contractor's Project Manager	<b><u>Bill Viney</u></b>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution. The undersigned agree that this project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. **DESCRIPTION OF INDIVIDUAL'S WORK**

*Provide consultation services as a lobbyist representing DuPage County before the federal government, specifically Congress and the Executive Branch.*

2. **MILESTONE/DELIVERABLE INFORMATION:**

*Will provide regular updates and reports as directed, to the County Board Chairman, the Chairman of the Legislative & Governmental Affairs Committee, and the County Board.*

Attachment: BGR - Agreement (LEG-P-0496-15 : BGR Government Affairs, LLC)