

Requisition 25k and over

LEG-P-0155-14

AWARDING CONTRACT TO
V.A. PERSICO CONSULTING INC.
FOR CONSULTING SERVICES AS A LOBBYIST
(COUNTYCOST: \$60,000.00)

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 V.A. Persico Consulting Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 1, 2014 through August 31, 2015, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 1, 2014 through August 31, 2015, for County Board, be, and it is hereby approved for issuance of a Contract, by the Procurement Division to V.A. Persico Consulting, Incorporated, 501 Forest Avenue, Unit 402, Glen Ellyn, Illinois, 60137, for a contract total amount of \$60,000.00.

Enacted and approved this 12th day of August, 2014 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
GARY A. KING, COUNTY CLERK

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Zay, John Curran
SECONDER:	Donald Puchalski, District 1
AYES:	Puchalski, McBride, Zay, Curran, Chaplin
ABSENT:	Tonia Khouri

Requisition 25k and over

LEG-P-0155-14



PROCUREMENT REVIEW CHECKLIST REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST			
DATE SUBMITTED	July 28, 2014	CONTRACT TERM	9/1/14 THRU 8/31/15
CONTRACT TOTAL AMOUNT	\$60,000	REQUESTING DEPT.	LEGISLATIVE & GOVERNMENTAL AFFAIRS COMMITTEE
VENDOR	V.A. Persico Consulting, Inc.	DEPT. CONTACT	Sheryl Markay/Mary Becker
VENDOR PHONE	630-460-5689	CONTACT PHONE	6012/6009
DESCRIPTION OF PROCUREMENT / SCOPE OF WORK	Consulting services as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State Government.		
REASON FOR PROCUREMENT	It is important that the views of DuPage County Government are communicated to policy makers at the state level. V.A. Persico Consulting Inc. will be one entity that will represent the county through lobbying activities with members and staff of the Illinois General Assembly. Vince Persico served as a member of the General Assembly from 1991-2002 and currently acts as the County's Lead Lobbyist in Springfield. Vince Persico has primary responsibility to keep DuPage legislators informed regarding county issues and priorities. The General Assembly is expected to consider a number of bills next session that could significantly impact county revenues, further straining county resources.		
BACKGROUND (HISTORY)	Previously the County has retained lobbyists at both the federal and state level. Vince Persico has represented the County at the state level since 2003 and serves as the County's Lead Lobbyist/Coordinator in Springfield.		

FUNDING SOURCE							
Specifically Budgeted <u> X </u>				Budget Transfer Required —		Funds Have Been Identified <u> </u>	
FY:	2014/2015	Company:	1000	Accounting Unit:	1180	Account	53050

SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required Other Professional Services - Detailed Vetting Process Required

Sally Karner	Completed	07/28/2014 1:24 PM
Sheryl Markay	Completed	07/28/2014 1:27 PM
Kathy Ostrowski	Completed	07/30/2014 5:52 PM
John Meneghini	Completed	07/31/2014 8:53 AM

Requisition 25k and over

LEG-P-0155-14

Paul Rafac	Completed	07/31/2014 10:09 AM
Tom Cuculich	Completed	07/31/2014 10:25 AM
Kathy Ostrowski	Completed	08/01/2014 2:18 PM
Legislative & Governmental Affairs Committee	Completed	08/06/2014 10:07 AM
Finance Committee	Pending	
County Board	Pending	



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	V.A. Persico Consulting Inc.	DEPARTMENT CONTACT	Sheryl Markay/Mary Becker
DATE SUBMITTED FOR REVIEW	7-28-2014	CONTACT PHONE #630-460-5689	6012/6009

ISSUE:

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

BACKGROUND:

Previously the County has retained lobbyists at both the federal and state level.

Vince Persico has represented the County at the state level since 2003 and serves as the County’s Lead Lobbyist/Coordinator in Springfield.

DISCUSSION:

It is important that the views of DuPage County Government are communicated to policy makers at the state level. V.A. Persico Consulting Inc. will be one entity that will represent the county through lobbying activities with members and staff of the Illinois General Assembly. Vince Persico served as a member of the General Assembly from 1991-2002 and currently acts as the County’s Lead Lobbyist in Springfield. Vince Persico has primary responsibility to keep DuPage legislators informed regarding county issues and priorities. The General Assembly is expected to consider a number of bills next session that could significantly impact county revenues, further straining county resources.

V.A. Persico Consulting will: keep the Legislative & Governmental Affairs Committee, County Board Members, the County Board Chairman, and county staff apprised of key legislative issues; assist with the development of legislative strategies and annual legislative agenda; assist with the drafting of legislation and amendments; and offer advice and strategic counsel regarding state government issues.

OPTIONS (ITEMIZE):

1. Selection of V.A. Persico Consulting Inc.
2. Selection of other entity
3. Selection of no entity

RECOMMENDATIONS:

The County has previously employed several firms to assist the County to achieve its objectives in Springfield. As a former State Representative, Vince Persico maintains excellent, bi-partisan working relationships with the House Minority Leadership and with rank and file members of both chambers and all four caucuses of the Illinois General Assembly. He has a comprehensive understanding of the legislative process and of issues confronting County government. Mr. Persico has effectively represented DuPage County since 2003 and is widely respected by both parties and members of the DuPage Delegation who seek out his counsel regarding issues impacting County government.

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

The contract will be renewed from the period 9/1/14 through 8/31/15 at a cost of \$60,000.

Attachment: Decision Memo Persico 2014 (LEG-P-0155-14 : V.A. Persico Consulting, Inc.)

- Compose
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- Drafts
- Sent
- Spam (5)
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 Required Vendor Disclosure Statement		
Company Name:	V.A. PERSICO CONSULTING, INC	
Company Contact:	VINCE PERSICO	Contact Phone: [REDACTED]
Bid/Contract/ PO:		

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide a written disclosure of all political campaign contributions made by such contractor, union, or vendor in any calendar year to any incumbent county board member, county board chairman, or countywide elected official to whom a contract awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a contract or any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, the contractor, union, owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, 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
DAN CRONIN	VINCE PERSICO	CONTRIBUTION	\$700.00
Grant Eckoff	VINCE PERSICO	CONTRIBUTION	150.00
KNOWL	VINCE PERSICO	CONTRIBUTION	50.00

2/8/14, 10/11/14, 11/13/13

Attach additional sheets if necessary. Sign each added sheet and number each page (#) of 1

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names of all 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
VINCENT A. PERSICO	[REDACTED]	[REDACTED]

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include 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 is available at <http://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature: [REDACTED]

Printed Name: VINCENT A. PERSICO

Title: PRESIDENT

Date: 7/23/14

Attachment: V.A. Persico Vendor Disclosure_Redacted (LEG-P-0155-14 : V.A. Persico Consulting, Inc.)

- Compose
- Inbox (1)
- Drafts
- Sent
- Spam (5)
- Trash
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 - Deleted M
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 - Junk
 - Notes
 - Sent Mess:
 - Synced Me
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 - untitled3
- > Recent

Required Vendor Disclosure Statement

Company Name:	VA. PERSICO, CONSULTING		
Company Contact:	VINCE PERSICO	Contact Phone:	630-460-5689
Bid/Contract/ PO:			

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall pro Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor v calendar year to any incumbent county board member, county board chairman, or countywide elected official v awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontracto the control of the contracting person, and political action committees to which the contracting person has made cor

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/Val
JOHN CURRAN	VINCE PERSICO	CONTRIBUTION	700

P/21/13

Attach additional sheets if necessary. Sign each added sheet and number each page ___ (#) of ___

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names : lobbyists, agents and representatives and all individuals who are or will be having contact with county officers c 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
VINCE PERSICO	630-460-5689	V.PERSICO@SBCGLOBAL.NET

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may incl 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
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The full text of the county's ethics and procurement policies and ordinan <http://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature: Vincent A. Persico
 Printed Name: VINCENT A. PERSICO
 Title: PRESIDENT
 Date: 7/23/13

Attachment: V.A. Persico Vendor Disclosure_Redacted (LEG-P-0155-14 : V.A. Persico Consulting, Inc.)



PROCUREMENT REVIEW CHECKLIST

REQUISITION # _____

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

REQUISITION #		CONTRACT TERM	
DATE SUBMITTED	07/28/14	REQUESTING DEPT.	County Board
VENDOR	V.A. Persico	DEPT. CONTACT	Sheryl Markay/Mary Becker
VENDOR PHONE #	630-460-5689	CONTACT PHONE #	6012/6009
DESCRIPTION OF PROCUREMENT / SCOPE OF WORK	Consulting services as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State Government		
REASON FOR PROCUREMENT	It is important that the views of DuPage County Government are communicated to policy makers at the state level. V.A. Persico Consulting Inc. will be one entity that will represent the county through lobbying activities with members and staff of the Illinois General Assembly. Vince Persico served as a member of the General Assembly from 1991-2002 and currently acts as the County's Lead Lobbyist in Springfield. Vince Persico has primary responsibility to keep DuPage legislators informed regarding county issues and priorities. The General Assembly is expected to consider a number of bills next session that could significantly impact county revenues, further straining county resources. \$600,000		
BACKGROUND (HISTORY)	Previously the County has retained lobbyists at both the federal and state level. Vince Persico has represented the County at the state level since 2003 and serves as the County's Lead Lobbyist/Coordinator in Springfield.		

SOURCE OF FUNDING

- THIS PROCUREMENT WAS SPECIFICALLY BUDGETED FOR (FY & BUDGET CODE) 1000-1180-53050
- 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: _____

DUPAGE COUNTY PURCHASING 2014 JUL 30 AM 10:28

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 STATUTORY LIMITS)
- OTHER THAN LOWEST RESPONSIVE, RESPONSIBLE SOLICITATION # _____

Mary Becker	07/28/14	Signature on file	7/29/14
PREPARED BY (initials and phone ext.)	DATE	RECOMMENDED FOR APPROVAL	DATE
<i>MB</i>		<i>[Signature]</i>	
REVIEWED BY			
BUYER	DATE	PROCUREMENT MANAGER	DATE
<i>[Signature]</i>	7/30/14	<i>[Signature]</i>	7-30-14
CHIEF FINANCIAL OFFICER (DECISION MEMOS OVER \$25,000)	DATE	STATES ATTORNEY'S OFFICE (AS REQUIRED)	DATE
Signature on file	7-30-14		
CHAIRMAN'S OFFICE (DECISION MEMOS OVER \$25,000)	DATE		DATE
<i>[Signature]</i>			

Attachment: VA Persico Checklist (LEG-P-0155-14 : V.A. Persico Consulting, Inc.)

COUNTY OF DuPAGE, ILLINOIS

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of September, 2014, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and V. A. Persico Consulting, an Independent Contractor ("Individual").

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, 2014 and continuing through August 31, 2015 ("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 \$5,000.00 per month and shall not exceed Sixty Thousand Dollars, (\$60,000.00) 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".
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.

COUNTY OF DuPAGE, ILLINOIS

6. Events of Default and Remedies.

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.

6.3 Terms/Cancellation:
This contract may be terminated by either or both parties upon sixty (60) days written notice or upon mutual agreement of both parties.

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

COUNTY OF DuPAGE, ILLINOIS

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.
- 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.
12. **Indemnification:** 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. 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.
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

COUNTY OF DuPAGE, ILLINOIS

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.**

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:

Du Page County Board
421 North County Farm Road
Wheaton, IL 60187
Attn: Sheryl Markay

Copy to: DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978
Attn: John Meneghini

Copy to: Richard Veenstra, Assistant State's Attorney
DuPage County State's Attorney's Office-
505 North County Farm Road
Wheaton, IL 60187-2521

IF TO INDIVIDUAL:

V. A. Persico Consulting
501 Forest Ave, #402
Glen Ellyn, IL 60137

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 are of no force or effect.

17. **Governing Law:** This Agreement shall be governed by and construed in accordance with the

COUNTY OF DuPAGE, ILLINOIS

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

Individual

By: _____
John A. Meneghini
Procurement Officer

By: _____
Vincent A. Persico
V.A. Persico Consulting

Attachment: VA Persico Contract (LEG-P-0155-14 : V.A. Persico Consulting, Inc.)

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	V.A. Persico Consulting	Contract Date	9/1/14 – 8/31/15
County's Project Manager	Sheryl Markay	Contractor's Project Manager	Vince Persico

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution.

1. DESCRIPTION OF INDIVIDUAL'S WORK:

Consulting services as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State Government.

2. MILESTONE/DELIVERABLE INFORMATION:

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

<u>Milestone No.</u>	<u>Milestone/Deliverable Description</u> Note: Include enough detail to enable someone not familiar with the Project to understand what will be delivered.	<u>Delivery Dates</u>	<u>Is Acceptance Required by the County or Contractor?</u> Note: Y or N and designate the Approving Party	<u>Costs</u>

Attachment: VA Persico Contract (LEG-P-0155-14 : V.A. Persico Consulting, Inc.)