

R E S O L U T I O N

LEp-004-10

AWARDING RESOLUTION TO
FLETCHER, O'BRIEN, KASPER, & NOTTAGE
FOR LOBBYIST SERVICES
COUNTY COST: \$100,000.00

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 purchase order to Fletcher, O'Brien, Kasper & Nottage for Lobbyist Services to represent and promote DuPage County interests at the State level, for the DuPage County Board, for the period September 1, 2010 through August 31, 2011.

NOW, THEREFORE, BE IT RESOLVED that County Requisition #16572, dated July 19, 2010, covering said, for Lobbyist Services to represent and promote DuPage County interests at the State level, for the DuPage County Board, for the period September 1, 2010 through August 31, 2011, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Fletcher, O'Brien, Kasper & Nottage, 222 N. LaSalle St., Suite 300, Chicago, Illinois 60601, totaling \$100,000.00. Exempt from bidding per 55 ILCS 5/5-1022 (c) (Other Professional Services/not suitable for competitive bids)

Enacted and approved this 10th day of August, 2010 at Wheaton, Illinois.

Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:

Gary A. King, County Clerk

Ayes: 13
Nays: 3
Absent: 2



DU PAGE COUNTY ILLINOIS

PROCUREMENT SERVICES DIVISION
 421 NORTH COUNTY FARM ROAD
 WHEATON, IL 60187-3978
 Phone: 630-407-6200
 Fax: 630-407-6201

REQUISITION

THIS IS NOT A PURCHASE ORDER

16572

Page Number
1 of 1

Requisition Date
07/19/2010

Supplier: 30944000
 FLETCHER OBRIEN KASPER&NOTTAGE
 JAMES FLETCHER
 222 N LASALLE ST #300
 CHICAGO IL 60601

Bill to: DU PAGE COUNTY BOARD
 421 NORTH COUNTY FARM ROAD
 THIRD FLOOR
 WHEATON IL 60187

Remit to: FLETCHER OBRIEN KASPER&NOTTAGE
 JAMES FLETCHER
 222 N LASALLE ST #300
 CHICAGO IL
 60601

Ship to: DU PAGE COUNTY BOARD
 421 NORTH COUNTY FARM ROAD
 THIRD FLOOR
 WHEATON IL 60187

Terms	F.O.B.	Delivery Required By	Requested By	User ID
NET 30 DAYS	SEE BELOW	08/31/2011	SUSAN HANSEN	REQUISITION ENTRY

LN	Quantity	Description	Account Code	Unit Price	Extension
1	1 EA	THIS CONTRACT PURCHASE ORDER IS FOR LOBBYIST SERVICES AT THE STATE LEVEL THIS CONTRACT COVERS THE PERIOD OF SEPTEMBER 1, 2010 THROUGH AUGUST 31, 2011. EXEMPT FROM BIDDING - OTHER PROFESSIONAL SERVICES PER 55 ILCS 5/5-1022 (c). FY 10 ENCUMBRANCE - CORPORATE FUND	10-01-100-3090	24,500.00 /EA	24,500.00
2	1 EA	LOBBYIST SERVICES AT THE STATE LEVEL FY 11 ENCUMBRANCE - CORPORATE FUND	11-01-100-3090	75,500.00 /EA	75,500.00
Total:					100,000.00

Parent Committee Approval

Finance Committee Approval

County Board Approval

REQUISITION ENTRY

REQUISITION



PROCUREMENT APPROVAL CHECKLIST

DOCUMENT # 16572

This form must accompany all County Purchase Requisitions in excess of \$5,000.

NEW PURCHASE ORDER REQUEST			
REQUISITION #		CONTRACT TERM	09/1/2010-08/31/2011
DATE SUBMITTED	07/08/2010	REQUESTING DEPT.	County Board
VENDOR	Fletcher, O'Brien, Kasper & Nottage	DEPT. CONTACT	Sheryl Markay/Susan Hansen
PHONE #	217-528-7375	PHONE #	6012/6009
DESCRIPTION OF PROCUREMENT / SCOPE OF WORK	Lobbyist services to represent and promote DuPage County interests at the State level		
REASON FOR PROCUREMENT	see decision memo		
BACKGROUND (HISTORY)	See decision memo		

SOURCE OF FUNDING:

- THIS PROCUREMENT WAS SPECIFICALLY BUDGETED FOR (BUDGET CODE) _____
- BUDGET TRANSFER (DATE) _____
- FUNDS FOR THIS PROCUREMENT HAVE BEEN IDENTIFIED IN BUDGET LINE 01-100-3090

DECISION MEMO NOT REQUIRED:

- THREE WRITTEN QUOTES (ATTACH QUOTATION EVALUATION SUMMARY)
- LOWEST RESPONSIVE, RESPONSIBLE BIDDER PER BID # _____ (ATTACH BID TABULATION)
- PER COOPERATIVE PURCHASING AGREEMENT: _____
- INTERGOVERNMENTAL AGREEMENT
- PUBLIC UTILITY (EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding)
- 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 DUPAGE COUNTY PURCHASING ORDINANCE, ARTICLE 4-101 (3)

BASIS OF DECISION MEMO (ATTACH DECISION MEMO):

- EXPLANATION OF REQUEST FOR PROPOSAL (RFP) INSTEAD OF BID. MOST QUALIFIED OFFEROR PER PROPOSAL # _____ (ATTACH EVALUATION SUMMARY)
- PROFESSIONAL SERVICES PER 50 ILCS 510 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)
- OTHER PROFESSIONAL SERVICES
- EMERGENCY PROCUREMENT AUTHORIZED BY _____ DATE _____
- REQUEST WAIVER OF COUNTY BID RULES (ONLY ALLOWABLE TO STATUTORY LIMITS)
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under \$25,000.00

REVIEWED AND APPROVED BY:

	7/9/10		7/12/10
PREPARED BY	DATE	DEPARTMENT HEAD	DATE
	7/19		
BUYER	DATE	PROCUREMENT MANAGER	DATE
	7/14/10		
CHIEF FINANCIAL OFFICER (DECISION MEMOS OVER \$15,000 ONLY)	DATE	STATES ATTORNEY'S OFFICE (AS REQUIRED)	DATE
	7/15/10		
CHAIRMAN'S OFFICE (DECISION MEMOS OVER \$25,000 ONLY)	DATE		DATE

RECEIVED
 2010 JUL 15 PM 1:59
 FINANCE



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	Fletcher, O'Brien, Kasper & Nottage	DEPARTMENT CONTACT	Sheryl Markay/Susan Hansen
DATE SUBMITTED FOR REVIEW		CONTACT PHONE #	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.
The firm of Fletcher, O'Brien, Kasper & Nottage (FOKN) has represented the County at the state level since 2008.

DISCUSSION:
It is important that the views of DuPage County Government are communicated to policy makers at the state level. The firm of Fletcher, O'Brien, Kasper & Nottage (FOKN) will represent the county through lobbying activities, primarily before the four legislative leaders and members of the Illinois General Assembly. FOKN will keep the County Board Chairman, County Board Members and staff apprised of key legislative issues; assist with the development of legislative strategies and an annual legislative agenda; submit regular reports highlighting major activities; and offer advice and counsel regarding state government issues.

- OPTIONS (ITEMIZE):**
1. Selection of Fletcher, O'Brien, Kasper & Nottage
 2. Selection of other entity
 3. Selection of no entity

RECOMMENDATIONS:
The County has previously employed several lobbyists to assist the County to achieve its objectives in Springfield. Jim Fletcher has 36 years of State Government experience, serving as Deputy Governor and Parliamentarian to both the Illinois House and Senate. Timothy O'Brien is a former Medicaid Director with over 20 years of State Government experience also serving as General Counsel to the Illinois Department of Public Aid and Illinois Department of Public Health and as Deputy Inspector General for the Governor's Office. Michael Kasper previously served as General Counsel to the Illinois House Speaker and Parliamentarian to the Illinois House. Mr. Kasper is also a faculty member at Loyola University School of Law and the John Marshall School of Law. Courtney Nottage served for six years as Chief of Staff for former State Senate President Jones and six years prior as Chief Legal Counsel. Mr. Nottage also served as the Ethics Officer for the Senate Democrat Caucus, as FOIA officer for the Senate and as assistant counsel to the Illinois Speaker.

FISCAL IMPACT (LIST CURRENT YEAR AND CONTRACT TOTAL IN ADDITION TO ANY NARRATIVE):
The contract will be in effect from 9/1/10 through 8/31/11 at a cost of \$100,000.

COUNTY OF DuPAGE, ILLINOIS

CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the first day of September 1, 2010, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and Fletcher,, O'Brien & Kasper & Nottage a Contractor ("Contractor").

RECITALS

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

WHEREAS, the Contractor 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, 2010 and continuing through August 31, 2011 ("Term"), unless terminated sooner as provided herein.
3. **Scope of Services:** Contractor 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 \$ 8,333.33 and shall not exceed One Hundred Thousand Dollars, (\$ 100,000.00), 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 Contractor 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 Contractor 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 Contractor in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Contractor in this Agreement; or (iii) Failure of Contractor to perform in accordance with or comply with the terms and conditions of this Agreement.

6.2 Remedies. In the event Contractor 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 Contractor 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: Contractor agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Contractor 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, Contractor may have access to certain information that is not generally known to others ("Confidential Information"). Contractor 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. Contractor 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 Contractor disseminate any information regarding Services without the prior written consent of the County. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor 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 Contractor 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: Contractor 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

COUNTY OF DuPAGE, ILLINOIS

performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

- 10.2 **Compliance with Laws.** Contractor 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, Contractor is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.
- 10.3 **Good Standing.** Contractor 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 Contractor is an entity other than a sole proprietorship, Contractor 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 Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor 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 Contractor 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 Contractor to the County is and shall continue to be that of an independent contractor and neither Contractor nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Contractor 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. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County. Contractor hereby represents that Individual's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number).
12. **Indemnification:** Notwithstanding the foregoing, the Contractor 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. Contractor 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 Contractor 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:** Contractor shall furnish Services to the County at the lowest price that the Contractor charges to other similarly situated parties. If Contractor 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 Contractor under this or any other Agreement between Contractor and the County, and at the

COUNTY OF DuPAGE, ILLINOIS

County's sole option the right to declare Contractor 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 Finance Department
421 North County Farm Road
Wheaton, IL 60187
Attn: Frederic Backfield

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

Copy to: Anna B. Harkins, Assistant State's Attorney
DuPage County State's Attorney's Office
505 North County Farm Road
Wheaton, IL 60187-2521

IF TO INDIVIDUAL:

Fletcher, O'Brien, Kasper & Nottage
400 South 9th, Suite 200t
Springfield, IL 62701

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 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

COUNTY OF DuPAGE, ILLINOIS

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

FLETCHER, O'BRIEN, KASPER & NOTTAGE

By: _____
TYRONE J. TIPITINO
FINANCIAL SERVICES ADMINISTRATOR

By: _____
JAMES FLETCHER
PARTNER

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	Fletcher, O'Brien, Kasper & Nottage	Contract Date	9/1/10 – 8/31/11
County's Project Manager	Sheryl Markay	Contractor's Project Manager	Jim Fletcher

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 Board 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>



Required Vendor Ethics Disclosure Statement

Company Name:	Fletcher, O'Brien, Kasper & Nottage, P.C.		
Company Contact:	James L. Fletcher	Contact Phone:	(312) 704-3297
Bid/Contract/ PO:	S15770		

For this Disclosure "I me" or "you" shall mean the business entity seeking a contract or to whom a contract has been awarded. Those terms include any of the business' principals, family members of the business' principals (father, mother, son, daughter, brother, sister, uncle, aunt, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister) and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

- A. The County Ethics Ordinance (viewable at http://www.dupageco.org/emplibray/OFI003B04_Ethics_FINAL.pdf), Section 2-402-1, bans all gifts (except those listed in Section 2-403 from prohibited sources.

I certify that I have not made a prohibited gift to the Chairman or any County Board Member or any County employee, or to the spouse or family member of any of them.

- B. The County Ethics Ordinance (viewable at http://www.dupageco.org/emplibray/OFI003B04_Ethics_FINAL.pdf), Section 2-402-2, prohibits County officials from soliciting or accepting campaign contributions in the cumulative amount of more than \$1,000 per calendar year.

I have made the following campaign contributions within the last twelve months: (Reporting begins with contributions made on or after 1/12/10.)

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).

C. I understand that making a false or incomplete statement on this disclosure may render me a non-responsive and disqualified offeror, or result in the voiding of any contract awarded to me by the County, and may subject me to statutory criminal penalties (720 ILCS 5/33E-14).

D. 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
- With any request for change order except those issued by the County for administrative adjustments.

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

Authorized Signature

Printed Name

Title

Date

Page 1 of

1

SIGNATURE ON FILE