



# DU PAGE COUNTY

## Legislative Committee

### Regular Meeting Agenda

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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Tuesday, January 14, 2025

11:30 AM

Room 3500A

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**\*\* 11:30 AM or immediately following County Board \*\***

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

3.A. [25-0084](#)

Legislative Minutes - Regular Meeting - Tuesday, December 10, 2024

4. PUBLIC COMMENT

5. CHAIR'S REMARKS - CHAIR DESART

6. ACTION ITEMS

6.A. [LEG-P-0001-25](#)

Recommendation for the approval of a County Contract to McGuireWoods Consulting LLC, to provide Consulting Services as Lobbyists representing DuPage County before the U.S. Congress and the Federal Executive Branch for DuPage County's Division of Transportation, Public Works, Stormwater Management and all other County departments and agencies, for the period of February 1, 2025 through January 31, 2026, for the County Board, for a contract total amount not to exceed \$96,000. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

7. OLD BUSINESS

8. NEW BUSINESS

9. ADJOURNMENT



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-0084

**Agenda Date:** 1/14/2025

**Agenda #:** 3.A.

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# DU PAGE COUNTY

## Legislative Committee

### Final Summary

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

**Tuesday, December 10, 2024**

**11:30 AM**

**Room 3500A**

**11:30 AM or Immediately following County Board**

**1. CALL TO ORDER**

11:30 AM meeting was called to order by Chair DeSart at 1:54 PM.

**2. ROLL CALL**

Staff in attendance: Jeremy Custer (Senior Advisor), Conor McCarthy (Assistant State's Attorney) and Treasurer Gwen Henry.

<b>PRESENT</b>	Childress, DeSart, Galassi, and Garcia
<b>EXCUSED</b>	Eckhoff, Honig, and Zay
<b>ABSENT</b>	Ozog, and Schwarze

**3. APPROVAL OF MINUTES**

3.A. [24-3293](#)

Legislative Minutes - Regular Meeting - Tuesday, October 8, 2024

<b>RESULT:</b>	ACCEPTED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

**4. PUBLIC COMMENT**

No public comments were offered.

**5. CHAIR'S REMARKS - CHAIR DESART**

Chair Dawn DeSart shared that the Legislative Breakfast would be on January 17th at 9am at Arrowhead Golf Club.

**6. PRESENTATION**

6.A. Presentation from the Treasurer's Office

Chair DeSart introduced and welcomed Treasurer Gwen Henry to discuss the unique situation she has encountered regarding property tax and determine if there is something the Legislative Committee can do by working with the General Assembly to remedy the situation.

Treasurer Henry presented a situation where the tax payer was incorrectly assessed in 2022 and this incorrect assessment was not identified until 2023. It was determined that the tax payer overpaid by \$3,346.32. Because tax year 2022 was closed, the Treasurer is unable to refund the

money. She is asking for the Legislative Committee to work with the General Assembly to include language that will allow DuPage to go back three years in correcting overpayment errors.

If there is a error in the assessment, the current law allows the county to go back three years if the county is over three million in population. DuPage does not meet the criteria. Treasurer Henry pointed out that other laws have included DuPage by adding the wording "if contiguous with a county with over three million in population." One example of this is the increase given for residential or senior exemptions on property tax this last year.

Treasurer Henry's second request was to use this same wording to lower the penalties/interest for late payment of property taxes.

Jeremy Custer agreed to work with the Treasurer's staff to discover what can be done.

**7. LEGISLATIVE PROGRAMS**

**7.A. [LEG-R-0005-24](#)**

Resolution to Adopt the County's 2025 State Legislative Program

Member Galassi would like to add to the "Keeping Our Communities Safe" section of the 2025 State Legislative Program to be stronger on pre-trial detainment. There was discussion surrounding the Safety Act and how it affects pre-trial detainment.

Jeremy Custer went over the 2025 State Legislative Program.

Member Galassi stated that she was voting affirmatively as long as amendments can be added to the "Keeping Our Communities Safe" section before or during County Board. Member Galassi had to leave after the vote.

Member Childress stated he would like to discuss the pros and cons of Home Rule. The committee agreed they would be interested in the same. The members voiced interest in the full Board being versed on the subject.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

**8. OLD BUSINESS**

No old business was discussed.

**9. NEW BUSINESS**

No new business was discussed.

**10. ADJOURNMENT**

With no further business, the meeting was adjourned at 2:25 PM.



## Legislative Purchase Requisition

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** LEG-P-0001-25

**Agenda Date:** 1/14/2025

**Agenda #:** 17.A.

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AWARDING RESOLUTION TO  
MCGUIREWOODS CONSULTING LLC  
FOR CONSULTING SERVICES AS LOBBYISTS  
(COUNTY COST: \$96,000)

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 McGuireWoods Consulting, 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, Public Works, Stormwater Management and all other County Departments and agencies for the period February 1, 2025 through January 31, 2026, 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, Public Works and Stormwater Management, for the period February 1, 2025 through January 31, 2026, for the DuPage County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to McGuireWoods Consulting, LLC, 77 W. Wacker Drive, Suite 4300, Chicago, IL 60610, for a contract total not to exceed \$96,000.00.

Enacted and approved this 28<sup>th</sup> day of January, 2025 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: LEG-P-0001-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$96,000.00
COMMITTEE: LEGISLATIVE	TARGET COMMITTEE DATE: 01/14/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$96,000.00
	CURRENT TERM TOTAL COST: \$96,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: McGuireWoods Consulting, LLC	VENDOR #: 13273	DEPT: County Board	DEPT CONTACT NAME: Jeremy Custer
VENDOR CONTACT: Greg Bales	VENDOR CONTACT PHONE: 312-849-8241	DEPT CONTACT PHONE #: 630-407-6038	DEPT CONTACT EMAIL: jeremy.custer@dupagecounty.gov
VENDOR CONTACT EMAIL: gbales@mwcllc.com	VENDOR WEBSITE: www.mcguirewoods.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Consulting Services as a lobbyist representing DuPage County before the federal government, specifically Congress and the Executive Branch. Not to exceed \$96,000.00. \$20,000 from County Board, \$30,000 from DOT, \$30,000 from Stormwater and \$16,000 from Public Works.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To assist with the development and execution of the County's federal legislative program, to educate and inform the County's Congressional Delegation of the County's priorities and goals, to arrange meetings with lawmakers, to identify federal funding opportunities, and to provide regular updates on pending federal issues.			

**SECTION 2: DECISION MEMO REQUIREMENTS**

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source. Professional Services selection
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Selection of McGuireWoods Consulting (staff recommendation) 2. Selection of other entity 3. Selection of no entity

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: McGuireWoods Consulting, LLC	Vendor#: 13273	Dept: County Board	Division:
Attn: Greg Bales	Email: gbales@mwcllc.com	Attn: Jeremy Custer	Email: jeremy.custer@dupagecounty.gov
Address: 77 W Wacker Drive, Suite 4300	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60610	State: IL	Zip: 60187
Phone: 312-849-8241	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: McGuireWoods Consulting, LLC	Vendor#: 13273	Dept:	Division:
Attn: SAME AS ABOVE	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 1, 2025	Contract End Date (PO25): Jan 31, 2026



**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Consulting Services as a Lobbyist (County Board)	FY25	1000	1001	53050		16,667.00	16,667.00
2	1	EA		Consulting Services as a Lobbyist (County Board)	FY25	1500	3500	53050		25,000.00	25,000.00
3	1	EA		Consulting Services as a Lobbyist (County Board)	FY25	1600	3000	53050		25,000.00	25,000.00
4	1	EA		Consulting Services as a Lobbyist (County Board)	FY25	2000	2665	53050	16	13,333.00	13,333.00
5	1	EA		Consulting Services as a Lobbyist (County Board)	FY26	1000	1001	53050		3,333.00	3,333.00
6	1	EA		Consulting Services as a Lobbyist (County Board)	FY26	1500	3500	53050		5,000.00	5,000.00
7	1	EA		Consulting Services as a Lobbyist (County Board)	FY26	1600	3000	53050		5,000.00	5,000.00
8	1	EA		Consulting Services as a Lobbyist (County Board)	FY26	2000	2665	53050	16	2,667.00	2,667.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 96,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

## COUNTY OF DuPAGE, ILLINOIS

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### INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of February 2025, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and McGuireWoods Consulting LLC, an 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, February 1, 2025, through January 31, 2026 ("Term"), unless terminated sooner as provided herein.
3. **Termination**
  - 3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONTRACTOR'S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
  - 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
  - 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.
4. **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 CONTRACTOR's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
5. **Compensation and Payment:** Compensation for Services during the initial term shall be based on a monthly rate of \$8,000.00, over the period of the contract and that shall not exceed, \$96,000.00, 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



## COUNTY OF DuPAGE, ILLINOIS

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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.

6. **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.
  
7. **Events of Default and Remedies.**
  - 7.1 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.
  
  - 7.2 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.
  
8. **Standards of Performance:** CONTRACTOR agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. The CONTRACTOR acknowledges and accepts a relationship of trust and confidence with the County and agree to cooperate with the County in performing Services to further the best interests of the County.
  
9. **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.
  
10. **Confidentiality and Ownership of Documents.**
  - 10.1 Confidential Information. In the performance of Services, CONTRACTOR may have access to certain information that is not generally known to other ("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.



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**COUNTY OF DuPAGE, ILLINOIS**

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- 10.2 **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 CONTRACTOR's possession, such items shall be restored or replaced at CONTRACTOR's expense. Notwithstanding any provision herein to the contrary, CONTRACTOR is permitted to retain a copy of the Confidential Information (i) to the extent and as long as required by law, regulation, administrative, court order, or record retention requirements or (ii) in compliance with its professional liability insurance policies. Any Confidential Information stored as electronic data on magnetic media due to automatic archiving and backup procedures shall be retained according to CONTRACTOR's normal record retention policies. Nothing herein prohibits CONTRACTOR from retaining copies of its work product that may rely on or incorporate, in whole or part, Confidential Information.
11. **Representations and Warranties of CONTRACTOR:** 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.
- 11.1 **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.
- 11.2 **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.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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.
12. **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 CONTRACTOR'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.



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**COUNTY OF DuPAGE, ILLINOIS**

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13. **Indemnification:** 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, claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action (collectively "Losses") proximately caused by the negligence, gross negligence, willful misconduct or breach of this Agreement by CONTRACTOR or its employees or its subcontractors. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. As a condition of the indemnities set forth herein, the County shall provide CONTRACTOR with (i) prompt notice of any indemnifiable loss or claim, (ii) the option to assume the defense of any indemnified claim, and (iii) the right to approve or reject the settlement of any indemnified claim. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the CONTRACTOR and County shall not be deemed to have waived any rights, protections, or immunities under 745 ILCS 10/1-10 I, *et seq.* (Local Government and Governmental Employees Tort Immunity Act.) Notwithstanding the terms above, the indemnities hereunder shall not apply to the extent such Losses result from (i) CONTRACTOR's reasonable reliance on information provided by the County, or (ii) a breach of this Agreement by the County, or (iii) the negligence or willful misconduct of the County.
14. **Insurance:**  
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 negligence or 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.
16. **No Attorney-Client Relationship Established:** CONTRACTOR 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 CONTRACTOR's clients, but CONTRACTOR's 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 County. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege. This Agreement does not affect the attorney-client relationship, or the privileged nature of any communications, between County and the McGuireWoods law firm pursuant to a separate engagement for legal services, whether established before or after the date of this Agreement. It is not necessary for County to engage the McGuireWoods law firm in order to obtain CONTRACTOR's services, or vice versa.

## COUNTY OF DuPAGE, ILLINOIS

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

IF TO THE COUNTY:

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

COPY TO: Valerie Calvente, Procurement Officer  
DuPage County Procurement Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

COPY TO: Assistant State's Attorney – Conor P. McCarthy (Civil Bureau)  
Office of DuPage County State's Attorney Robert B. Berlin William J.  
Bauer Judicial Office Facility - Annex  
503 North County Farm Road  
Wheaton, Illinois 60187

IF TO CONTRACTOR:

Greg Bales  
McGuire Woods Consulting LLC  
77 W. Wacker Drive, Suite 4300  
Chicago, IL 60610

18. **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.
19. **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.
20. **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.
21. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.



**COUNTY OF DuPAGE, ILLINOIS**


22. Subcontractors: The County and Contractor agree that, from time to time, Contractor may need to provide specific representational services using a subcontractor with specialized knowledge and skills. Where Contractor engages a subcontractor, Contractor shall obtain a completed vendor ethics form from the subcontractor and shall tender the vendor ethics form to the County within 30 days of receipt of the subcontractor vendor ethics form.

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.

**THE COUNTY OF DUPAGE, ILLINOIS**

**CONTRACTOR**

By: \_\_\_\_\_  
VALERIE CALVENTE  
CHIEF PROCUREMENT OFFICER

By: \_\_\_\_\_  
  
GREG BALES  
SENIOR VICE PRESIDENT

\_\_\_\_\_  
DATE

12 / 20 / 24  
\_\_\_\_\_  
DATE

# COUNTY OF DuPAGE, ILLINOIS

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## EXHIBIT A

### SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	<b>McGuireWoods Consulting LLC</b>	Contract Date	
County's Project Manager	<b>Jeremy Custer</b>	Contractor's Project Manager	<b>Greg Bales</b>

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 CONTRACTOR'S WORK**

Consulting Services as a lobbyist representing DuPage County before the United States Congress and federal executive branch agencies.

2. **MILESTONE/DELIVERABLE INFORMATION**

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





## **GOVERNMENT RELATIONS SERVICES**

*Prepared for the County of DuPage*

McGuireWoods Consulting  
Gregory M. Bales | 219-201-3923 | [gbales@mwcllc.com](mailto:gbales@mwcllc.com)

**December 2024**

TO: County of DuPage, Illinois  
FROM: McGuireWoods Consulting LLC  
DATE: December 2024  
**RE: Government Relations Services**

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McGuireWoods Consulting LLC (MWC) has been honored to represent DuPage County, Illinois for the past year.

During that short time, we have been successful in supporting and advocating on behalf of multiple initiatives, priorities, and requests for the County.

This includes:

- Getting Congressional approval for more than \$1.5 million in FY25 federal funding through the Congressional Directed Spending / Community Project Funding program:
  - \$1.1M stormwater management project;
  - \$250K infrastructure and mobility work;
  - \$300K flood reduction;
- Establishing the County in the Water Resources Development Act (WRDA) as a Section 219 pre-authorized unit of government with the U.S. Army Corps of Engineers for future water infrastructure projects. This includes \$5M in pre-authorized funding;
- Constant monitoring and advocacy for the County's federal policy priorities that include, but are not limited to firearm safety, federal budget and appropriations, and homeland security;
- Working with County staff to establish and refine federal funding priorities, and lobbying Congressional offices on these important projects;
- Tracking federal grant and funding opportunities for the County.

We take pride in representing the second largest County in Illinois and look forward to continuing to bring value to you as your federal representatives.

Greg Bales  
Senior Vice President  
McGuireWoods Consulting LLC  
219-201-3923 cell  
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## Firm Overview

McGuireWoods Consulting is a leader in developing innovative and strategic ways to serve our clients. Founded in 1998 as a full-service public affairs firm, our consultants provide federal, state, and local government relations, national/multistate strategies, infrastructure and economic development, strategic communications, and grassroots issue management services.

We work in close partnership with our clients, providing seamless and savvy strategies to achieve public affairs objectives and increase federal- and state-level influence. Additionally, we have a broad and diverse array of relationships and contacts with key government officials and agencies, influential former officeholders and staffers, and organizations that impact both public policy and the regulatory process.

While we specialize in helping clients craft workable policy proposals, solve major public policy challenges and advocating our clients' positions on governmental issues, we bring distinct value through multifaceted message development and issue advocacy strategies that help convert the proposals into law. Our team includes registered state or federal lobbyists and consultants with media relations experience and/or expertise in grassroots mobilization, issue campaigns, and coalition building.

McGuireWoods Consulting also possesses the ability to tap the vast substantive knowledge of our McGuireWoods' attorneys. This makes for a potent combination that few firms can match. With the law firm, McGuireWoods Consulting uses client-focused teams to serve public, private, government, and nonprofit clients. We pride ourselves on partnering with clients by listening to their needs, understanding their businesses, and utilizing this knowledge base to provide efficient service.

No matter the issue, we will understand the policy debate, the political context, and the process in which matters of great importance to our clients will be decided.

## How We Can Help You

### State Government Relations

Our bipartisan state government relations team is comprised of professionals with hands-on political and governmental experience. In addition to legislative lobbying, the team assists clients with a broad range of state executive branch relations, advocacy to state attorneys general, executive agency procurements, environmental policy and regulatory matters, budget formulation, program and spending initiatives, executive orders, economic development efforts, infrastructure financing, privatization, and public-private partnerships.

### Federal Government Relations

Our federal team assists clients in communicating with federal policymakers on complex legislative issues in every major area, from trade to taxes to transportation. We draw on our Capitol Hill and executive branch relationships, policy experience, and strategic understanding of process to help clients fend off unwelcome initiatives and affirmatively shape sound policy environments for achieving business goals.

## **National Multistate Strategies**

Our national multistate strategies team effectively and efficiently reaches across the country to gain support on issues affecting clients, including federal legislation, state legislation, federal or state regulatory matters, multistate litigation, corporate image, or crisis situations. We also provide clients with strategic advice on building national or multistate strategies to be implemented through our nationwide network of political and governmental relationships.

## **MWC Advocacy**

MWC Advocacy, our in-house grassroots and strategic communications team, designs and executes issue campaigns to shape public policy at the federal, state, and local levels. MWC Advocacy enhances our clients' ability to achieve business success by designing and managing customized grassroots, communications and digital campaigns that impact public perceptions and enhance legal strategies. Our experienced team of former journalists, campaign strategists, and public relations specialists understands how to develop messages to educate the public and manage communications efforts – including website design, social media, and media relations – that generate positive community support and earned media for our clients and help shape policy.

## **Infrastructure & Economic Development**

Our infrastructure and economic development team specializes in incentives negotiation, infrastructure funding, and public-private partnerships. From site selection to negotiating millions of dollars in economic development incentives, the team works closely with clients and key decision-makers to ensure delivery of the best possible packages available.

## **Public Entities: Securing Federal Funds for 2024 and Beyond**

Now is the time for local governments, higher education institutions, development authorities and other public entities to best position yourself to harness the once-in-a-generation federal funding flowing out of Washington, D.C. The return of congressionally directed spending, the Bipartisan Infrastructure Law and the Inflation Reduction Act present public sector entities with three unique opportunities to fund needed projects.

### **Congressionally Directed Spending**

In 2021, congressional leaders [announced the return of](#) congressionally directed spending, or earmarks, after a decade-long moratorium. Consequentially, a diverse set of public entities were granted license to petition individual lawmakers for government funding, in amounts ranging from tens of thousands of dollars to as high as the tens of millions. The House Republican majority made changes to the program but continued congressionally directed spending, though process and approval may differ for the 119th Congress.

### **Bipartisan Infrastructure Law (BIL)**

In November 2021, President Biden signed the Infrastructure Investment and Jobs Act (P.L. 117-58), formally enacting the Bipartisan Infrastructure Law (BIL). The BIL provides \$973

billion over five years from Fiscal Year (FY) 2022 through FY 2026, including \$550 billion in new investments for all modes of transportation, water, power and energy, environmental remediation, public lands, broadband and resilience.

### **Inflation Reduction Act (IRA)**

Biden signed the Inflation Reduction Act of 2022 (IRA) into law in August 2022. The bill includes \$790 billion in revenue and savings to fund federal deficit reduction and approximately \$485 billion in new spending, which includes some \$385 billion in new energy and climate-related programs over 10 years and \$100 billion to pay for a three-year extension of the Affordable Care Act healthcare premium tax credits. Some examples of funding opportunities for public sector entities include:

- \$760 million for grants to state, local, and tribal governments, and other entities to support accelerated siting of interstate electricity transmission lines;
- \$7 billion for use through September 2024 in competitive grants to states, municipalities, and tribes for providing grants, loans, or other forms of financial assistance, as well as technical assistance, to enable low-income and disadvantaged communities to deploy or benefit from zero emissions technologies, including distributed technologies on residential rooftops, and to carry out other GHG emissions reduction activities;
- \$3 billion for Neighborhood Access and Equity Grants to reconnect communities divided by existing infrastructure barriers, mitigate negative impacts of transportation facilities or construction projects on disadvantaged or underserved communities, and support equitable transportation planning and community engagement activities;
- \$1 billion to cover cost of zero emission school buses, garbage trucks, and mass transit buses; and
- \$1 billion for improving energy efficiency, water efficiency, or climate resilience of affordable housing. Public housing authorities can participate.

## **Our Team**



### **Gregory Bales, Senior Vice President**

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Before joining the firm in December 2022, Greg Bales worked for U.S. Senate Majority Whip Richard J. Durbin for more than a decade, serving as senior advisor in the Senator's government office as well as his campaign manager for his 2020 reelection. During his time with the Senator, he oversaw special projects throughout Illinois, and worked as a liaison to elected officials, businesses, community organizations, and other constituencies across the state.

Prior to joining Senator Durbin's staff, Greg worked as a policy advisor for the Illinois Department of Transportation. He was a staffer for former Illinois Congresswoman Debbie Halvorson, and he has worked on numerous political campaigns in California, Illinois, and Indiana. Before managing Senator Durbin's recent reelection, Greg took leave to elect Illinois Congressman Sean Casten to his first term in 2018, and served as Illinois state director for Secretary Hillary Clinton's 2016 Presidential campaign.



Greg's relationships span across the state, including the Illinois congressional delegation, the Illinois General Assembly, City of Chicago, Cook County government, and in numerous municipalities and local units of government. Greg has concentrated on infrastructure funding, economic development, and earmarks. He has worked with Illinois General Assembly leadership on legislative language to ensure millions of dollars in federal funding for election security were allocated to cybersecurity; managed multi-million-dollar campaign budgets; pitched stories and gone on the record with the media; and lobbied for state funding for public transit.



**Reilly O'Connor, Principal**

+1 202 384 4442 | [reilly@lincolnparkgroup.com](mailto:reilly@lincolnparkgroup.com)

Reilly O'Connor is the founding principal of the Lincoln Park Group. Prior to establishing the Lincoln Park Group, Reilly was the Head of Federal Affairs and Policy for the Wine & Spirits Wholesalers of America (WSWA). Reilly served as the association's top strategist and advocate before Congress and the federal government. He spent a decade lobbying on behalf of American family-owned wine and spirits distributors. Reilly lobbied both political parties, both Congressional chambers and Democrat and Republican Administrations during his WSWA tenure.

Before joining WSWA, Reilly was the Director of Government Affairs for the Generic Pharmaceutical Association - now known as the Association for Accessible Medicine - where he worked on Medicaid reimbursement issues, patent reform and drug importation legislation.

Reilly successfully passed into law provisions in the SUPPORT for Patients and Community Act (PL 115-271), Fixing America's Surface Transportation Act (PL 114-94), Food Safety Modernization Act (PL 111-353) and secured statutory, report language and Congressionally-directed spending projects in many Appropriations bills. Additionally, he has spent more than a decade working closely with the Congressional tax writing committees.

Reilly worked on many political campaigns and in the offices of Senators Richard J. Durbin (D-Ill.) and Tom Harkin (D-Iowa) before settling in Washington.

Reilly is active in numerous Irish-American activities. He is a 2004 magna cum laude graduate of Lake Forest College.



## Required Vendor Ethics Disclosure Statement

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

Date: Dec 20, 2024

Bid/Contract/PO #: \_\_\_\_\_

Company Name: McGuireWoods Consulting LLC	Company Contact: Greg Bales
Contact Phone: 219-201-3923	Contact Email: gbales@mwcllc.com

### 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) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$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.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Friends of Deborah Conroy	McGuireWoods Federal PAC	PAC Contribution	\$1,000.00	Nov 22, 2024

2. 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 contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

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
Greg Bales	219-201-3923	gbales@mwcllc.com

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 for 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

[Redacted Signature]

Printed Name

Greg Bales

Title

Senior Vice President

Date

Dec 20, 2024

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