



DU PAGE COUNTY

Legislative Committee

Final Summary

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

Tuesday, January 9, 2024

11:30 AM

Room 3500B

**** 11:30 AM or Immediately Following County Board Meeting ****

1. CALL TO ORDER

At 11:35 AM the meeting was called to order by Chair Dawn DeSart.

2. ROLL CALL

Member Eckhoff joined the meeting one minute after the meeting started, missing the approval of the minutes, 24-0238.

Additional Board Members present: Member Yoo, Member Cronin Cahill, Member Gustin, Member Rutledge and Member Deacon Garcia.

Staff Present: Sheryl Markay (Chief Policy & Program Officer), Jason Blumenthal (Policy & Program Manager), Conor McCarthy (State's Attorney's Office),

Guest: Greg Bales, Lobbyist with McGuireWoods Consulting, LLC

PRESENT	Chaplin, Childress, DeSart, Eckhoff, Galassi, and Zay
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3. APPROVAL OF MINUTES

3.A. [24-0238](#)

Legislative Minutes - Regular Meeting - Tuesday, December 12, 2023

RESULT:	ACCEPTED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

4. PUBLIC COMMENT

No Public Comment received.

5. CHAIR'S REMARKS - CHAIR DESART

Chair Dawn DeSart stated that she already made most of her remarks in County Board today. Chair DeSart introduced Greg Bales, a lobbyist from McGuireWoods, and read through Mr. Bales' bio, sharing his experience and accomplishments.

6. ACTION ITEMS

6.A. [LEG-P-0001-24](#)

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, 2024 through January 31, 2025, for County Board, for a contract total amount not to exceed \$96,000. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

Chair DeSart invited Greg Bales to say a few words where he shared that he feels very comfortable working with counties and will work towards getting DuPage the best ROI on their tax dollars and their fair share of federal funding.

Questions were brought up concerning the time gap between lobbyist contracts and the dollar amount increase requested by the (new) proposed lobbyist McGuireWoods versus the previous contract with BGR Consulting (Bill Viney). Mrs. Sheryl Markay addressed those questions.

There were questions of how Mr. Bales will represent both Republican and Democrat issues. Mr. Bales reassured the group that he and his firm are bi-partisan and work collaboratively. He further stated that McGuireWoods will purely follow the direction that the Board sets.

There was discussion of the importance of DuPage County having representation in both Springfield and in Washington, D.C., pointing out the money brought to DuPage County through the work of our lobbyists. Mrs. Markay stated that having "boots on the ground" moving quickly to defeat legislation that takes away local authority or other bills that do not align with the county's Legislative agenda is hard to put a value on.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Liz Chaplin
AYES:	Chaplin, Childress, DeSart, and Eckhoff
NAY:	Galassi, and Zay

7. OLD BUSINESS

No old business was discussed.

8. NEW BUSINESS

There was discussion about the following issues concerning migrants/asylum seekers. The amount that the State and City of Chicago have spent on caring for migrants/asylum seekers. The fact that the situation at the border is unsustainable. Affordable housing and jobs are essential for migrants/asylum seekers as well.

Chair DeSart asked Mrs. Markay to include border control/security in the DuPage Federal Legislative agenda.

Greg Bales shared the information he's heard at the State and Federal level regarding legislation pertaining to migrants/asylum seekers and border control.

Chair Deborah Conroy stated that we can create a bi-partisan letter from our Board encouraging immigration reform at the Federal level. Chair Conroy shared that the county and surrounding municipalities are working to make sure the migrants/asylum seekers are getting to the landing zone safely. She expressed gratitude to Wheaton Mayor Suess and Mayors in Glen Ellyn and Elmhurst for their collaboration.

Chair DeSart asked the Legislative Committee to reach out to Sheryl or herself with any items they would like to be addressed on the DuPage Federal Legislative agenda.

9. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

421 N. COUNTY FARM
ROAD
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File #: 24-0238

Agenda Date: 1/9/2024

Agenda #: 3.A.



DU PAGE COUNTY

Legislative Committee

Final Summary

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WHEATON, IL 60187
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Tuesday, December 12, 2023

11:30 AM

Room 3500B

**** 11:30 AM or Immediately Following County Board Meeting ****

1. CALL TO ORDER

Meeting was called to order by Chair Dawn DeSart at 11:47 AM.

2. ROLL CALL

Additional Board Members present: Member Yoo, Member Evans, and Member Deacon Garcia.

Staff Present: Sheryl Markay (Chief Policy & Program Officer), Jason Blumenthal (Policy & Program Manager), Nick Kottmeyer (Chief Administrative Officer), Evan Shields (Public Information Officer), Conor McCarthy (State's Attorney's Office), Chris Snyder (Director of Transportation), William Eidson (Incoming Director of Transportation), Mary Keating (Director of Community Services).

Guest: Greg Bedalov

Guest via Zoom: Lobbyist Marc Poulos

PRESENT	Chaplin, Childress, DeSart, Eckhoff, Galassi, and Zay
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3. APPROVAL OF MINUTES

3.A. [24-0091](#)

Legislative Minutes - Regular Meeting - Tuesday, September 26, 2023

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Liz Chaplin

4. PUBLIC COMMENT

No Public Comment received.

5. CHAIR'S REMARKS - CHAIR DESART

Chair DeSart thanked Sheryl Markay for the fantastic work she does for the Legislative Committee, commenting she couldn't do it without Ms. Markay. Chair DeSart also thanked Conor McCarthy and the Board Members on the team for being on the Legislative Committee.

6. LEGISLATIVE PROGRAMS

Amendment to the 2024 State Legislative Program to include language regarding mental health root causes, food insecurity solutions, and Karina's bill.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Liz Chaplin

6.A. [LEG-R-0001-24](#)

Resolution to Adopt the County's 2024 State Legislative Program

Sheryl Markay went over the 2024 State Legislative Program explaining the topics included in the program. Ms. Markay advised that she will be reviewing and monitoring the bills that are brought forth in the next session that align with the priorities outlined in the 2024 State Legislative Program and will task our lobbyists with supporting those bills in Springfield.

Marc Poulos gave further explanation of legislation on the public transit system and placed importance around the governance structure. There was discussion regarding EV vehicles and retooling fees collected by the state. Mr. Poulos informed the committee of options that can be used to replace the motor fuel tax that would otherwise be collected from electric vehicle users. Mr. Poulos stated he has been appointed, by Governor Pritzker, to the Blue Ribbon Commission on Transportation Infrastructure Funding and Policy. The commission aims to seek out alternative funding mechanisms for projects and operations. The commission is also tasked with researching current and future workforce needs, safety improvements, racial equity, and how to expand multi-modal transportation networks.

Member Yeena Yoo proposed an amendment to the 2024 State Legislative Program to include specific wording within the topic of "Keeping our Communities Safe" to state "Earlier this summer, Karina Gonzalez and her 15 year old daughter Daniela, were shot to death by Gonzalez's husband Jose Alvarez, 12 days after she submitted an order of protection.

Karina's Bill would clarify the Domestic Violence Act to provide law enforcement clear directives on removing firearms from a home when an individual is granted an order of protection. This legislation is critically important as domestic violence is on the rise both in Chicago and across our state. Last year, there were 56 domestic violence homicides across Illinois, up from 40 in 2021 and 37 in 2020. Added to the rise in domestic violence is the proliferation of firearms across our state. In the US, intimate partner homicide represents 40-50% of the murders of all women.

Right now, the order of protection process is failing too many domestic violence survivors, especially when firearms are involved. DuPage County supports passage of this legislation to protect victims of domestic violence."

Member Liz Chaplin asked for food insecurity to be added to the 2024 State Legislative Program.

Member Grant Eckhoff would like to insert wording into the "Develop a Statewide Mental Health System" portion of the 2024 State Legislative Program that supports examining the root causes of mental illness.

RESULT:	APPROVED AS AMENDED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

7. OLD BUSINESS

Sheryl Markay announced that a Legislative Breakfast is being planned for late January. Ms. Markay also announced that ISAcO is hosting a drive down to Springfield on April 10, 2024.

8. NEW BUSINESS

No new business was discussed.

9. ADJOURNMENT

With no further business, the meeting was adjourned.



Legislative Purchase Requisition

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

File #: LEG-P-0001-24

Agenda Date: 1/9/2024

Agenda #: 6.A.

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, 2024 through January 31, 2025, 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, 2024 through January 31, 2025, 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 23rd day of January, 2024 at Wheaton, Illinois.

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

General Tracking		Contract Terms	
FILE ID#: LEG-P-0001-24	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: 01/09/2024	PROMPT FOR RENEWAL:	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
Vendor Information		Department Information	
VENDOR: McGuireWoods Consulting, LLC	VENDOR #: 13273	DEPT: County Board	DEPT CONTACT NAME: Sheryl Markay
VENDOR CONTACT: Greg Bales	VENDOR CONTACT PHONE: 312-849-8241	DEPT CONTACT PHONE #: 630-407-6012	DEPT CONTACT EMAIL: sheryl.markay@dupagecounty.gov
VENDOR CONTACT EMAIL: gbales@mwcllc.com	VENDOR WEBSITE: www.mcguirewoods.com	DEPT REQ #:	
Overview			
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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
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 McGuire Woods Consulting 2. Selection of other entity 3. Selection of no entity

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	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.
MARKET TESTING	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.
AVAILABILITY	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: Sheryl Markay	Email: sheryl.markay@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:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 1, 2024	Contract End Date (PO25): Jan 31, 2025
Contract Administrator (PO25):			

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)	FY24	1000	1001	53050		16,667.00	16,667.00
2	1	EA		Consulting Services as a Lobbyist (Transportation)	FY24	1500	3500	53050		25,000.00	25,000.00
3	1	EA		Consulting Services as a Lobbyist (Stormwater)	FY24	1600	3000	53050		25,000.00	25,000.00
4	1	EA		Consulting Services as a Lobbyist (Public Works)	FY24	2000	2665	53050	16	13,333.00	13,333.00
5	1	EA		Consulting Services as a Lobbyist (County Board)	FY25	1000	1001	53050		3,333.00	3,333.00
6	1	EA		Consulting Services as a Lobbyist (Transportation)	FY25	1500	3500	53050		5,000.00	5,000.00
7	1	EA		Consulting Services as a Lobbyist (Stormwater)	FY25	1600	3000	53050		5,000.00	5,000.00
8	1	EA		Consulting Services as a Lobbyist (Public Works)	FY25	2000	2665	53050	16	2,667.00	2,667.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 96,000.00

Comments	
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.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement

COUNTY OF DuPAGE, ILLINOIS

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of February, 2024, 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, 2024 through January 31, 2025. ("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, 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

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.

- 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.

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

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:

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

COPY TO: Mary Catherine Wells, Acting Procurement Officer
DuPage County Procurement Services 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

COUNTY OF DuPAGE, ILLINOIS

IF TO CONTRACTOR:

Greg Bales
McGuireWoods 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.
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: _____
MARY CATHERINE WELLS
ACTING CHIEF PROCUREMENT OFFICER

By: _____
GREG BALES
SENIOR VICE PRESIDENT

DATE

12/20/23

DATE

COUNTY OF DuPAGE, ILLINOIS

EXHIBIT A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name		Contract Date	
County's Project Manager	Sheryl Markay	Contractor's Project Manager	Greg Bales

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.

McGuireWoods



Gregory M. Bales

SVP, State Gov. Relations &
Federal Public Affairs,
McGuireWoods Consulting LLC

T +1 312 849 8241

F +1 312 558 4371

77 West Wacker Drive
Suite 4100
Chicago, IL 60601-1818

gbales@mwcllc.com

PRACTICES

- Public Affairs

Before joining the firm, 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.

EDUCATION

- Indiana University, BA, Political Science, 2007

EVENTS

- Speaker, "Election Security," Chicago Council on Global Affairs, January 17, 2018

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Required Vendor Ethics Disclosure Statement

Date: 12/20/23

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

Bid/Contract/PO #: _____

Company Name: McGuireWoods Consulting LLC	CompanyContact: Greg Bales
Contact Phone: 219-201-3923 [REDACTED]	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

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:

<https://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature

[REDACTED]

Printed Name

Greg Bales

Title

Senior Vice President

Date

12/20/23

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**