



DU PAGE COUNTY

Legislative Committee

Regular Meeting Agenda

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

Tuesday, August 13, 2024

11:30 AM

Room 3500A

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

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

3.A. [24-1826](#)

Legislative Minutes - Regular Meeting - Tuesday, June 11, 2024

4. PUBLIC COMMENT

5. CHAIR'S REMARKS - CHAIR DESART

6. ACTION ITEMS

6.A. [LEG-P-0003-24](#)

Recommendation for the approval of a contract to Raucci & Sullivan Strategies, LLC, to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and State Executive Branch, for the period of September 1, 2024 through August 31, 2025, for County Board, for a contract total not to exceed \$52,500. 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).

6.B. [LEG-P-0002-24](#)

Recommendation for the approval of a contract to Marquardt & Humes, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and State Executive Branch, for the period of September 15, 2024 through September 14, 2025, for County Board, for a contract total amount not to exceed \$94,500. 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

File #: 24-1826

Agenda Date: 7/9/2024

Agenda #: 3.A.



DU PAGE COUNTY

Legislative Committee

Final Summary

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

Tuesday, June 11, 2024

11:30 AM

Room 3500A

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

1. CALL TO ORDER

Meeting was called to order by Chair Dawn DeSart at 11:44 AM.

2. ROLL CALL

Additional Board Members present: Member Paula Deacon Garcia, Member Yeena Yoo, Member Sheila Rutledge (arrived at 11:50 AM), and Member Lucy Evans (arrived at 11:53 AM).

Staff Present: Sheryl Markay (Chief Policy & Program Officer), Jason Blumenthal (Policy & Program Manager), Conor McCarthy (State's Attorney's Office), Jenna Rossi (Policy Analyst), and Jeremy Custer (Senior Advisor).

Guests Present: Chip Humes (State Lobbyist) and Marc Poulos (Remote - State Lobbyist)

Member Michael Childress arrived at 11:45 AM.

3. APPROVAL OF MINUTES

3.A. [24-1369](#)

Legislative Minutes - Regular Meeting - Tuesday, March 26, 2024

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Liz Chaplin

3.B. [24-1368](#)

Joint Judicial and Public Safety and Legislative Minutes - Special Call Meeting - Tuesday, April 23, 2024

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Liz Chaplin

4. PUBLIC COMMENT

No public comments were offered.

5. CHAIR'S REMARKS - CHAIR DESART

Chair DeSart let the committee know that she made her remarks at the County Board meeting.

6. DISCUSSION**6.A. End of Session Wrap-Up - DuPage County Lobbyists**

State Lobbyist Chip Humes thanked the committee for having him at this meeting. Mr. Humes provided an overview of the Legislative Agenda and the passage of the Illinois budget package. He let the committee know that the budget passed was a balanced budget. One of the important initiatives session-wide to DuPage County was the Impact Fee bill, which received bipartisan support. An item that did not pass this session was the Public Defender Legislation, to establish a State Agency to provide resources to underserved counties.

Mr. Humes, Chair DeSart, Member Zay and State Lobbyist Marc Poulos all stated that Chief Policy and Program Officer Sheryl Markay will be missed when she retires in early July, and all mentioned how much they have appreciated her work on this committee. Chair DeSart welcomed Senior Advisor Jeremy Custer as the new staff person for the Legislative committee.

Member Zay and Chair DeSart asked Mr. Humes about a procurement bill that was passed. Chair DeSart also discussed future DuPage County Legislative agendas, and asked Mr. Humes whether it is too aggressive or not. He mentioned that an aggressive agenda isn't a problem, but encouraged the committee to focus on priority bills, as only a small portion of bills introduced are actually passed. Chair DeSart inquired about the successes of the previous session, and State Lobbyist Marc Poulos responded highlighting the Impact Fee bill, the appropriations and re-appropriations of capital projects in DuPage County, and RTA reform legislation. There was discussion on what to focus on for the upcoming Fall Veto session, including the Public Defender bill and mass transit issues.

7. OLD BUSINESS

No old business was discussed.

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-0003-24

Agenda Date: 8/13/2024

Agenda #: 18.B.

AWARDING RESOLUTION TO
RAUCCI & SULLIVAN STRATEGIES, LLC
FOR CONSULTING SERVICES AS A LOBBYIST
(COUNTY COST: \$52,500.00)

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

WHEREAS, the Legislative Committee recommends County Board approval for the issuance of a Contract to Raucci & Sullivan Strategies, LLC, to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period of September 1, 2024 through August 31, 2025, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period of September 1, 2024 through August 31, 2025, for County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Raucci & Sullivan Strategies, LLC, 805 Sylviawood Avenue, Park Ridge, IL 60068, for a contract total amount of \$52,500.00.

Enacted and approved this 27th day of August, 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			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: LEG-P-0003-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$52,500.00
COMMITTEE: LEGISLATIVE	TARGET COMMITTEE DATE: 08/13/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$52,500.00
	CURRENT TERM TOTAL COST: \$52,500.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Raucci & Sullivan Strategies, LLC	VENDOR #: 31318	DEPT: County Board	DEPT CONTACT NAME: Jeremy Custer
VENDOR CONTACT: Dave Sullivan	VENDOR CONTACT PHONE: 847-738-7341	DEPT CONTACT PHONE #: 630-407-6038	DEPT CONTACT EMAIL: jeremy.custer@dupagecounty.gov
VENDOR CONTACT EMAIL: davesullivan6891@yahoo.com	VENDOR WEBSITE:	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 Illinois General Assembly and the Executive Branch of the State Government. Previously the County has engaged lobbyists at both the federal and state level. Former State Senator Dave Sullivan and Marc Poulos, a member of Gov. Pritzker's transition team and transportation expert will work directly with members of the DuPage delegation and key legislative leaders. They will assist with the development of legislative strategies and the drafting of amendments/bills.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished It is important that the views of DuPage County government are communicated to the policy makers at the state level.			

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. Raucci & Sullivan Strategies, LLC's accomplishments: Able to protect and reappropriate all DuPage County appropriations as well as secure a few new appropriations. Specifically two reappropriations regarding wastewater treatment plant upgrades totaling over \$20M. Successful in expanding local roads and streets funding by nearly \$450M statewide which allows DuPage and others to compete for grants through the Illinois Department of Transportation. Assisted in moving DuPage County grants through the DCEO process. RSS has been at the forefront of the mass transit fiscal Cliff facing RTA, Metra, CTA and PACE. RSS is coordinating with the service boards and labor to arrive at an amendable solution to both funding and governance reforms.
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. The selection of Raucci & Sullivan, LLC - Dave Sullivan and Marc Poulos have extensive governmental experience in transportation and labor issues and maintain key relationships in Springfield. 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: Raucci & Sullivan Strategies, LLC.	Vendor#: 31318	Dept: County Board	Division:
Attn: Dave Sullivan	Email: davesullivan6891@yahoo.com	Attn: Jeremy Custer	Email: jeremy.custer@dupagecounty.gov
Address: 805 Sylviawood Avenue	City: Park Ridge	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60068	State: IL	Zip: 60187
Phone: 847-738-7341	Fax:	Phone: 630-407-6038	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Raucci & Sullivan Strategies, LLC	Vendor#: 31318	Dept:	Division:
Attn: Dave Sullivan	Email: Davesullivan6891@yahoo.com	Attn:	Email:
Address: 805 Sylviawood Avenue	City: Park Ridge	Address:	City:
State: IL	Zip: 60068	State:	Zip:
Phone: 847-738-7341	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 1, 2024	Contract End Date (PO25): Aug 31, 2025

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	FY24	1000	1001	53050		13,125.00	13,125.00
2	1	EA		Consulting Services as a Lobbyist	FY25	1000	1001	53050		39,375.00	39,375.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 52,500.00

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.

COUNTY OF DuPAGE, ILLINOIS

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of September 2024 and is entered into by and between the County of DuPage, a body politic and corporate ("County") and Raucci & Sullivan Strategies, LLC, an Independent Contractor ("Individual").

RECITALS

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

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

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing, September 1, 2024, through August 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 CONSULTANT'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:** Individual agrees to provide the services required and, if applicable, set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Individual's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
5. **Compensation and Payment:** Compensation for Services during the initial term shall be based on a monthly rate of \$4,375.00, and that shall not exceed, Fifty-two thousand Five hundred Dollars, (\$52,500.00), 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

COUNTY OF DuPAGE, ILLINOIS

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 Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.
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 Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.
 - 7.2 Remedies. In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.
8. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. The individual 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, Individual may have access to certain information that is not generally known to other ("Confidential information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any confidential information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.

COUNTY OF DuPAGE, ILLINOIS

- 10.2 **Ownership.** All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.
11. **Representations and Warranties of Individual:** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
- 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.** Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.
- 11.3 **Good Standing.** Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.
- 11.4 **Authorization.** In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.
- 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 Individual 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 Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County.
13. **Indemnification:** Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Individual and County shall not be deemed to have

COUNTY OF DuPAGE, ILLINOIS

waived any rights, protections, or immunities under 745 ILCS 10/1-10 I, *et seq.* (Local Government and Governmental Employees Tort Immunity Act.

14. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County's sole option the right to declare Individual in default under this Agreement.
15. **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:
- 15.1 **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.
- 15.2 **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.
16. **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:

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

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

COPY TO: Assistant State's Attorney – Deputy Chief, Civil Bureau
Governmental Affairs & Special Litigation Division
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 INDIVIDUAL:

Dave Sullivan
Raucci & Sullivan Strategies, LLC
805 Sylviawood Ave.
Park Ridge, IL 60068

- 17. **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.

- 18. **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.

- 19. **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.


- 20. **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.

THE COUNTY OF DUPAGE, ILLINOIS

INDIVIDUAL

By: _____
VALERIE CALVENTE
CHIEF PROCUREMENT OFFICER

By:  _____
DAVE SULLIVAN
PRINCIPAL

DATE

7-8-24

DATE

COUNTY OF DuPAGE, ILLINOIS

EXHIBIT A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	Raucci & Sullivan Strategies, LLC	Contract Date	9/1/2024 – 8/31/2025
County's Project Manager	Jeremy Custer	Contractor's Project Manager	Dave Sullivan

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 Chair, Chair of the Legislative & Government Affairs Committee and the County Board.



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: July 19, 2024

Bid/Contract/PO #: _____

Company Name: Raucci & Sullivan Strategies	Company Contact: Dave Sullivan
Contact Phone: 847-738-7341	Contact Email: davesullivan6891@yahoo.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, 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
Dave Sullivan	847-738-7341	davesullivan6891@yahoo.com
Marc Poulos	815-600-1682	mpoulos7777@gmail.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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature

Printed Name

Dave Sullivan

Title

President

Date

7-19-24

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

Raucci & Sullivan Strategies, LLC

Legislative and Government Consulting

Dave Sullivan and Marc Poulos bring a combined 40 years of government and legislative experience to their consulting and lobbying practice. Their keen knowledge of government, the legislative process and the political forces which power the electoral process provides their clients with strategic services, including analysis, testimony, and expertise on all aspects of government. They are committed to producing positive results by providing a hands-on approach, which meets the goals and objectives of the corporations, associations, businesses, and governmental bodies they represent.

Dave Sullivan, President, was appointed to the **Illinois State Senate in 1998** to represent Chicago and the Northwest suburbs. He was duly elected in 2000 and was reelected in 2002 without opposition. In his nearly two decades as a lobbyist, he has won the annual **Golden Horseshoe Award for Best Illinois Lobbyist** five times. Most recently, he was elected by his peers as the Speaker of the **Illinois Third House** for 2022.

Recognized as a leader during his legislative career for health care, children's issues, adoption, and education, as well as being a leader in telecommunication, labor, and energy policies. Sullivan has been the recipient of numerous awards from associations, labor groups and children's advocacy organizations. Since 2005 he has been integral in the passage of 2 state constitutional amendments, The Marriage Equality Act, energy legislation, infrastructure funding, tax incentives, Medicaid reforms and many other initiatives.

Sullivan is a graduate of **Marquette University** with a B.A. in Political Science. Dave and his wife Dru reside in Park Ridge. They have four children and six grandchildren.

Marc Poulos joined the firm in 2018 the same year he was recognized with the Golden Horseshoe Award for Best Illinois Lobbyist. Marc served as a member of the transition team of **Governor JB Pritzker**. Poulos spent several years managing the **International Union of Operating Engineers Local 150** labor-management and Governmental Affairs operations. Among his Legislative successes he spearheaded the effort to successfully amend the Illinois Constitution to protect Road Fund money from being diverted for other purposes.

Poulos earned his law degree from **Chicago-Kent College of Law**. He resides in Naperville with his family.

805 Sylviawood Avenue*Park Ridge, Illinois 60068

847-738-7341 mobile

davesullivan6891@yahoo.com

Mpoulos7777@gmail.com

RAUCCI & SULLIVAN STRATEGIES, LLC
805 Sylviawood Ave.
Park Ridge, IL 60068

DAVE SULLIVAN
President
(847) 738-7341
davesullivan6891@yahoo.com

July 19, 2024

Chairwoman Dawn DeSart
421 N County Farm Road
Wheaton, IL 60187

Re: Engagement

Dear Chairwoman DeSart:

Raucci and Sullivan Strategies, LLC ("RSS") thanks you for the opportunity to represent the county's governmental affairs needs over the past year. Marc Poulos and I greatly enjoy working with you and your DuPage team.

As you know, this was only the second full legislative session since the global pandemic. In the final \$53B package RSS was able to protect and reappropriate all DuPage County appropriations as well as secure a few new appropriations.

Specifically, there were two reappropriations regarding wastewater treatment plant upgrades totaling over \$20M that were successfully reappropriated in this year's fiscal year budget. In addition, we were successful in expanding local roads and streets funding by nearly \$450M statewide which allows DuPage and others to compete for grants through the Illinois Department of Transportation. Moreover, RSS assisted in moving DuPage County grants through the DCEO process.

In addition, RSS has been at the forefront of the mass transit fiscal Cliff facing RTA, Metra, CTA and PACE. RSS is coordinating with the service boards and labor to arrive at an amendable solution to both funding and governance reforms. Hearings continue this summer and fall, and RSS will represent DuPage counties interests throughout the process.

Veto session has been scheduled for the two weeks prior to Thanksgiving and lame duck session for the first week in January. We look forward to continuing to represent the governmental affairs needs of DuPage County.

Best regards,



Dave Sullivan



Legislative Purchase Requisition

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

File #: LEG-P-0002-24

Agenda Date: 8/13/2024

Agenda #: 18.A.

AWARDING RESOLUTION TO
MARQUARDT & HUMES, INC.
FOR CONSULTING SERVICES AS A LOBBYIST
(COUNTY COST; \$94,500.00)

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

WHEREAS, the Legislative Committee recommends County Board approval for the issuance of a Contract to Marquardt & Humes, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2024 through September 14, 2025, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2024 through September 14, 2025, for County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Marquardt & Humes, Inc., 2001 Butterfield Road Suite 1110, Downers Grove, IL 60515, for a contract total amount of \$94,500.00.

Enacted and approved this 27th of August, 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

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: LEG-P-0002-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$94,500.00
COMMITTEE: LEGISLATIVE	TARGET COMMITTEE DATE: 08/13/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$94,500.00
	CURRENT TERM TOTAL COST: \$94,500.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Marquardt & Humes, Inc.	VENDOR #: 11715	DEPT: County Board	DEPT CONTACT NAME: Jeremy Custer
VENDOR CONTACT: John "Chip" Humes	VENDOR CONTACT PHONE: 630-688-7552	DEPT CONTACT PHONE #: 630-407-6038	DEPT CONTACT EMAIL: jeremy.custer@dupagecounty.gov
VENDOR CONTACT EMAIL: chip@Marquardtco.com	VENDOR WEBSITE:	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 Illinois General Assembly and the Executive Branch of the State Government. Previously the county has engaged lobbyists at both the state and federal level. John "Chip" Humes in particular has experience working directly with members of the DuPage delegation and has a strong grasp of county government and county issues.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished It is important that the views of DuPage County government are communicated to the policy makers at the state level.			

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. Marquardt & Humes, Inc.'s accomplishments this last year: Re-appropriation of funds for all of DuPage County's capital projects as well as the addition of new capital funds for the CRC. Advocated in conjunction with the IL State Association of Counties regarding the implementation of business enterprise programs. Successful passage of the DuPage County initiative HB 5574 allowing the County to transfer existing funds from its repealed transportation capacity impact fee. Advocated for all initiatives as per the legislative committee's recommendation including but not limited to animal rights and safety and mental health. Successfully advocated in conjunction with the DuPage County Public Defender's Office regarding a proposed statewide public defender initiative. Continued to be engaged with the proposed changes to the RTA structure and governance on the County's behalf.
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. Recommendation of Marquardt & Humes, Inc. - a respected firm located in Wheaton that has a strong grasp of county operations/issues. 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: Marquardt & Humes, Inc.	Vendor#: 11715	Dept: County Board	Division:
Attn: John "Chip" Humes	Email: chip@marquardtco.com	Attn: Jeremy Custer	Email: jeremy.custer@dupagecounty.gov
Address: 2001 Butterfield Road, Suite 1110	City: Downers Grove	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60515	State: IL	Zip: 60187
Phone: 630-688-7552	Fax:	Phone: 630-407-6038	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Marquardt & Humes, Inc.	Vendor#: 11715	Dept:	Division:
Attn: John "Chip" Humes	Email: chip@marquardtco.com	Attn:	Email:
Address: 2001 Butterfield Road, Suite 1110	City: Downers Grove	Address:	City:
State: IL	Zip: 60515	State:	Zip:
Phone: 630-688-7552	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 15, 2024	Contract End Date (PO25): Sep 14, 2025

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	FY24	1000	1001	53050		23,625.00	23,625.00
2	1	EA		Consulting Services as a Lobbyist	FY25	1000	1001	53050		70,875.00	70,875.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 94,500.00

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.

COUNTY OF DuPAGE, ILLINOIS

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 15th day of September 2024 and is entered into by and between the County of DuPage, a body politic and corporate ("County") and Marquardt & Humes, Inc., an Independent Contractor ("Individual").

RECITALS

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

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

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing, September 15, 2024, through September 14, 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 CONSULTANT'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:** Individual agrees to provide the services required and, if applicable, set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Individual's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
5. **Compensation and Payment:** Compensation for Services during the initial term shall be based on a monthly rate of \$7,875.00, and that shall not exceed, Ninety-four thousand Five hundred Dollars, (\$94,500.00), 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

COUNTY OF DuPAGE, ILLINOIS

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 Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.
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 Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.
 - 7.2 Remedies. In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.
8. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. The individual 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, Individual may have access to certain information that is not generally known to other ("Confidential information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any confidential information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.

COUNTY OF DuPAGE, ILLINOIS

- 10.2 **Ownership.** All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.
11. **Representations and Warranties of Individual.** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
- 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.** Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.
- 11.3 **Good Standing.** Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.
- 11.4 **Authorization.** In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.
- 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 Individual 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 Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County.
13. **Indemnification.** Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Individual and County shall not be deemed to have

COUNTY OF DuPAGE, ILLINOIS

waived any rights, protections, or immunities under 745 ILCS 10/1-10 I, *et seq.* (Local Government and Governmental Employees Tort Immunity Act.

14. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County's sole option the right to declare Individual in default under this Agreement.

15. **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:

15.1 **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.

15.2 **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.

16. **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:

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

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

COPY TO: Assistant State's Attorney – Deputy Chief, Civil Bureau
Governmental Affairs & Special Litigation Division
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 INDIVIDUAL:

John Chip Humes
Marquardt & Humes, Inc.
2001 Butterfield Rd., Suite 1110
Downers Grove, IL 60515

- 17. **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.

- 18. **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.

- 19. **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.

- 20. **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.

THE COUNTY OF DUPAGE, ILLINOIS

INDIVIDUAL

By: _____
VALERIE CALVENTE
CHIEF PROCUREMENT OFFICER

By: _____
JOHN CHIP HUMES
PRINCIPAL

DATE

7/30/2024

DATE

COUNTY OF DuPAGE, ILLINOIS

EXHIBIT A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	Marquardt & Humes, Inc.	Contract Date	9/15/2024 – 9/14/2025
County's Project Manager	Jeremy Custer	Contractor's Project Manager	John Chip Humes

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 Chair, Chair of the Legislative & Government Affairs Committee and the County Board.



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: Jul 30, 2024

Bid/Contract/PO #: _____

Company Name: Marquardt & Humes, Inc.	Company Contact: John "Chip" Humes
Contact Phone: 630-688-7552	Contact Email: chip@marquardtco.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
Chip Humes Scott Marquardt 630-254-3901	630-688-7552	chip@marquardtco.com scott@marquardtco.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 _____
 Printed Name John W. "Chip" Humes III
 Title Partner
 Date Jul 30, 2024

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



July 17, 2024

Deborah Conroy
Chair, DuPage County Board
421 N. County Farm Rd.
Wheaton, IL 60187

Dawn DeSart
Chairwoman, Legislative and Government Affairs Committee
DuPage County Board
421 N. County Farm Rd.
Wheaton, IL 60187

Chair Conroy, Chairwoman DeSart and Members of the County Board,

For the last five years, our firm has had the opportunity to represent DuPage County. This past session, we successfully brought the County's initiatives to the forefront of the legislators in Springfield with the assistance of our strong DuPage caucus. Below, please find a few of the key highlights:

- Reappropriation of funds for all of DuPage County's capital projects as well as the addition of new capital funds for the CRC
- Advocated in conjunction with the IL State Association of Counties regarding the implementation of business enterprise programs
- Successful passage of the DuPage County initiative HB 5574 allowing the County to transfer existing funds from its repealed transportation capacity impact fee
- Advocated for all initiatives as per the legislative committee's recommendation including but not limited to animal rights and safety and mental health
- Successfully advocated in conjunction with the DuPage County Public Defender's Office regarding a proposed statewide public defender initiative
- Continued to be engaged with the proposed changes to the RTA structure and governance on the County's behalf

As always, it has been privilege to represent DuPage County and we appreciate the opportunity to continue the relationship. We have been a significant resource for the County for the past five years and we look forward to continuing to promote DuPage County throughout the state of Illinois.

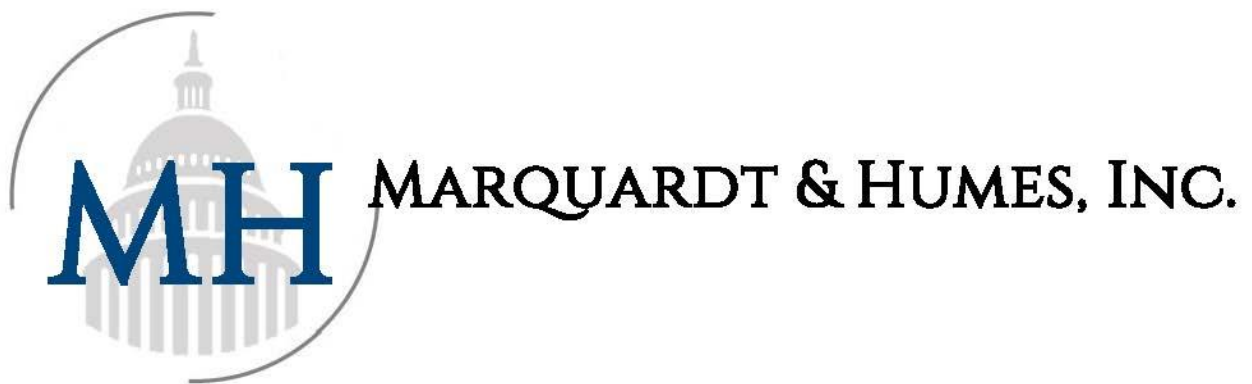
Regards

[Redacted signature]

John "Chip" Humes

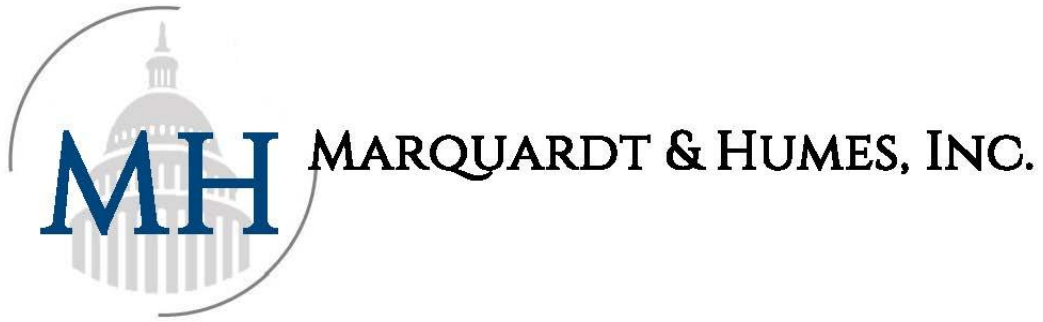
Partner

[Redacted contact information]



**MARQUARDT & HUMES, INC.
FIRM PROFILE AND OVERVIEW**

600 S. SECOND ST. • SUITE 400 • SPRINGFIELD, ILLINOIS 62704
311 S. COUNTY FARM RD. • SUITE I • WHEATON, ILLINOIS 60187
PHONE: (217) 523-4200 • FAX: (217) 523-4215

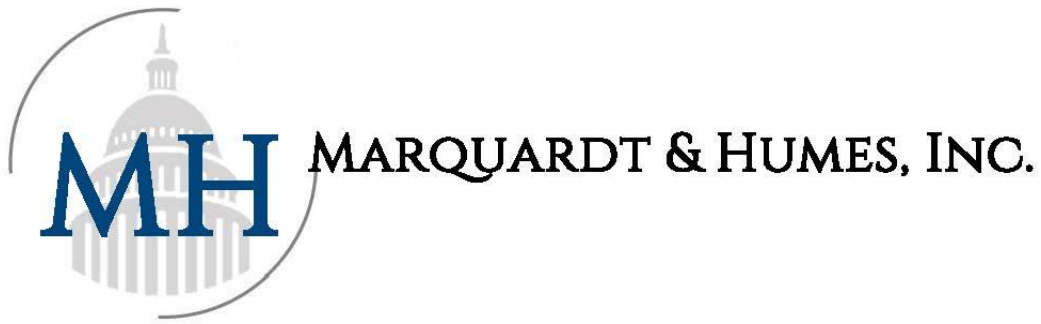


MARQUARDT & HUMES, INC. EXPERIENCE OVERVIEW

Contents

FIRM OVERVIEW	3
OUR TEAM.....	4
SCOTT R. MARQUARDT, ESQ.....	5
JOHN “CHIP” HUMES	6
SELECTED CLIENT LIST (PAST AND PRESENT)	7

600 S. SECOND ST. • SUITE 400 • SPRINGFIELD, ILLINOIS 62704
311 S. COUNTY FARM RD. • SUITE I • WHEATON, ILLINOIS 60187
PHONE: (217) 523-4200 • FAX: (217) 523-4215



MARQUARDT & HUMES, INC. EXPERIENCE OVERVIEW

FIRM OVERVIEW

Experienced. Effective. Respected.

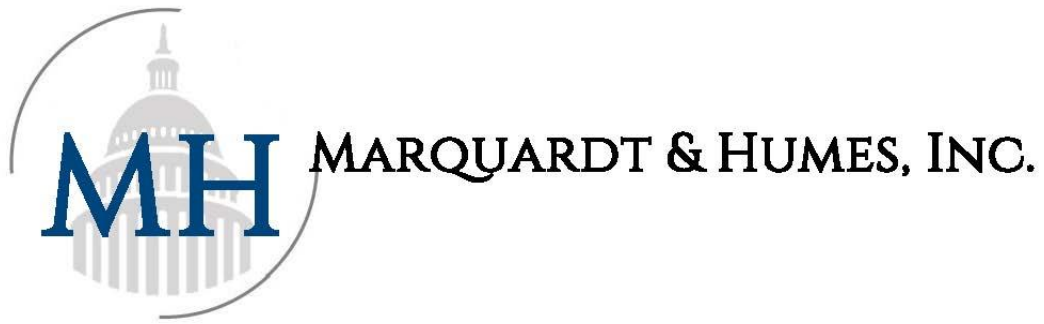
For nearly twenty-five years, the consulting firm of Marquardt & Company, Inc. has through dedication and perseverance, gained respect and proven results in representing its clients before the Illinois General Assembly and the executive branch of state government. In May of 2024, Scott Marquardt & John “Chip” Humes solidified their business partnership, forming the new firm of Marquardt & Humes, Inc.

Our expansive network across all branches of government in Illinois allows Marquardt & Humes to effectively assist our clients with their needs. Over the years we have worked hard to develop and build on our relationships with legislators and staff members in all four caucuses as well as with officials in the executive branch. Today, we are proud of our ability to effectively work with legislators on both sides of the aisle, and on both sides of the rotunda, including those in Senate and House Leadership.

Additionally, our numerous contacts with legislators and staff members in the Illinois General Assembly afford us the opportunity to receive "up-to-the-minute" information regarding critical legislation, often before the legislation is introduced. We have also invested in technology which allows us to more effectively track and monitor vital legislation from our offices in Springfield and Wheaton Illinois.

The varied employment and political experience of the members in our firm has afforded us the opportunity to develop extensive relationships across the state of Illinois with numerous legislators, political leaders and government executives. This demonstrated ability is documented through our success in obtaining and maintaining client contracts. We feel we successfully work with Democrats and Republicans in both legislative chambers, including those serving in committee and caucus leadership positions very effectively.

600 S. SECOND ST. • SUITE 400 • SPRINGFIELD, ILLINOIS 62704
311 S. COUNTY FARM RD. • SUITE I • WHEATON, ILLINOIS 60187
PHONE: (217) 523-4200 • FAX: (217) 523-4215



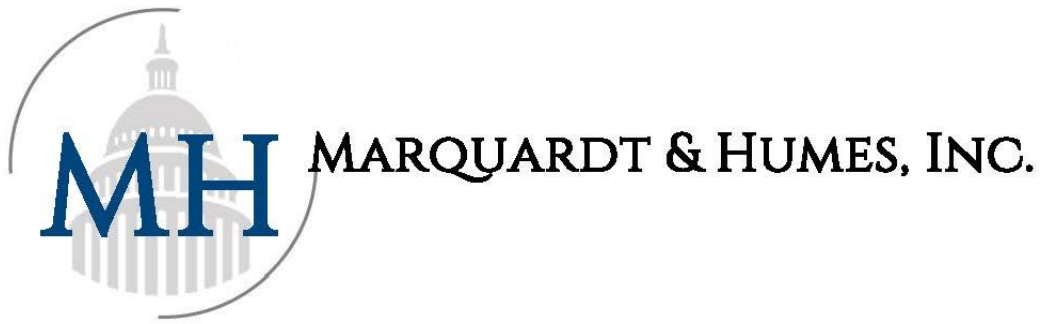
MARQUARDT & HUMES, INC. EXPERIENCE OVERVIEW

OUR TEAM

Marquardt & Humes, Inc. is comprised of four full-time in-house lobbyists, but associates with various respected consultants to produce results for our clients. Our lobbying team includes:

- Mr. Scott R. Marquardt, Esq.
- Mr. John “Chip” Humes

600 S. SECOND ST. • SUITE 400 • SPRINGFIELD, ILLINOIS 62704
311 S. COUNTY FARM RD. • SUITE I • WHEATON, ILLINOIS 60187
PHONE: (217) 523-4200 • FAX: (217) 523-4215



MARQUARDT & HUMES, INC. EXPERIENCE OVERVIEW

SCOTT R. MARQUARDT, ESQ.

President and Chief Legal Counsel

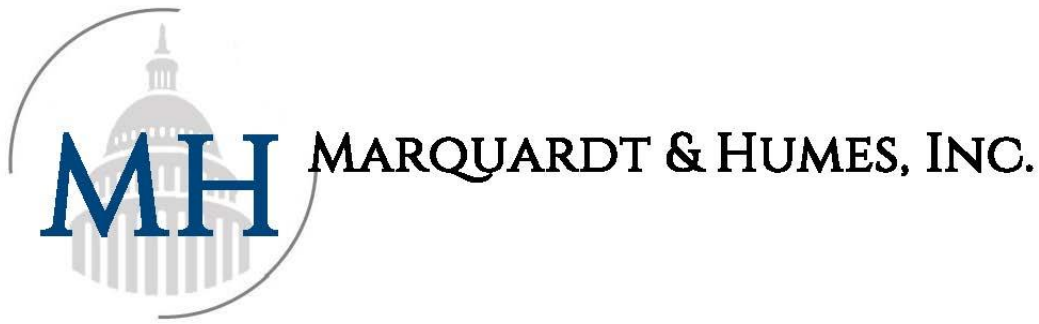
Scott R. Marquardt – Partner and Chief Legal Counsel to Marquardt & Company. Mr. Marquardt has been an independent lobbyist and consultant for various corporations and companies since 1996. Since becoming President of Marquardt & Company in 2002, Mr. Marquardt has focused his attention on assembling a team of consultants capable of providing our clients most comprehensive level of representation available.

Mr. Marquardt began his professional career as a prosecutor in the DuPage County State’s Attorney’s Office. While an Assistant State’s Attorney, he was responsible prosecuting traffic, misdemeanor, and felony offenses and ultimately was placed in charge of the unit responsible for making charging decisions on high-level cases. Upon leaving the State’s Attorney’s Office after five years of service, Mr. Marquardt entered private practice and eventually became a partner and president of the Wheaton-based law firm of Marquardt & Belmonte, P.C. Today, Marquardt & Belmonte, P.C. is one of the largest firms of its kind in DuPage County.

In addition to his business and legal expertise, Mr. Marquardt also possesses a wide array of political campaign management experience -- which further enhances our firm’s statewide network. He has managed numerous local campaigns and provided advice and counsel to dozens of candidates and elected officials at all levels of government.

Mr. Marquardt is a graduate of the University of Illinois at Urbana-Champaign and of the Chicago-Kent College of Law and remains active in his community by serving as a precinct committeeman.

600 S. SECOND ST. • SUITE 400 • SPRINGFIELD, ILLINOIS 62704
311 S. COUNTY FARM RD. • SUITE I • WHEATON, ILLINOIS 60187
PHONE: (217) 523-4200 • FAX: (217) 523-4215



MARQUARDT & HUMES, INC. EXPERIENCE OVERVIEW

JOHN "CHIP" HUMES

John "Chip" Humes - Partner. As a funeral director and current co-owner of Humes Funeral Home in Addison, he has served families and the community for many years. His commitment to serving others and tending to their needs led him to join Marquardt & Company in 2012 as a lobbyist and consultant and now Partner of Marquardt & Humes, Inc.

Mr. Humes served as President of the Addison Chamber of Commerce for three years. During his time as President he worked to address the needs of businesses in Addison and advance the issues important to them; as well as to attract new businesses to the area. He also served as Legislative Director and President of the IL Funeral Directors Association. Having managed the Funeral Directors and the Chamber of Commerce, he gained vast budgetary knowledge by creating, managing and analyzing the budgets of these associations.

With over 15 years of experience working with legislatures on both a state and national level, Mr. Humes knows how to work in a bipartisan fashion to pass common sense legislation benefitting not only his clients, but the citizens of Illinois. He takes pride in the trust he has built with legislators on both sides of the isle.

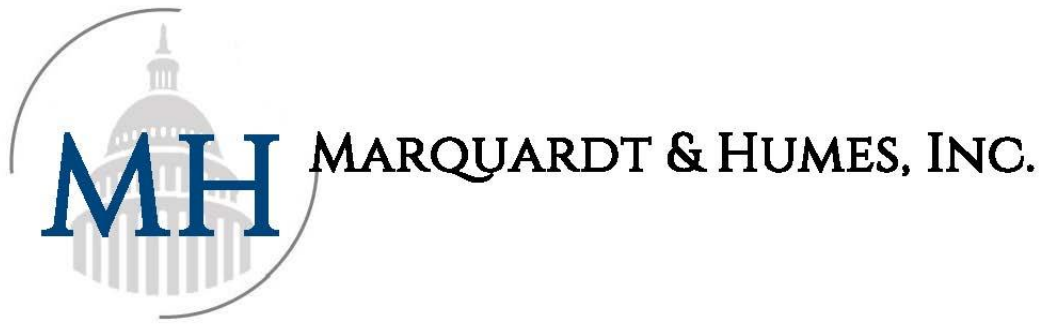
Throughout his career as a lobbyist and consultant, he has worked tirelessly to develop an in-depth understanding of each client to ensure their goals and needs are met and their issues are addressed by developing and executing custom strategies.

In addition to his extensive legislative experience, Chip has many years of political campaign experience as well, having managed numerous campaigns on all levels and providing advice and expertise to new and current candidates.

Mr. Humes is a graduate of Driscoll Catholic High School in Addison. He then attended the College of DuPage and the Elgin Fire Academy, becoming a firefighter and certified paramedic. He later graduated from Worsham College of Mortuary Science.

Proposed Work Plan

600 S. SECOND ST. • SUITE 400 • SPRINGFIELD, ILLINOIS 62704
311 S. COUNTY FARM RD. • SUITE I • WHEATON, ILLINOIS 60187
PHONE: (217) 523-4200 • FAX: (217) 523-4215



MARQUARDT & HUMES, INC. EXPERIENCE OVERVIEW

SELECTED CLIENT LIST (PAST AND PRESENT)

Business

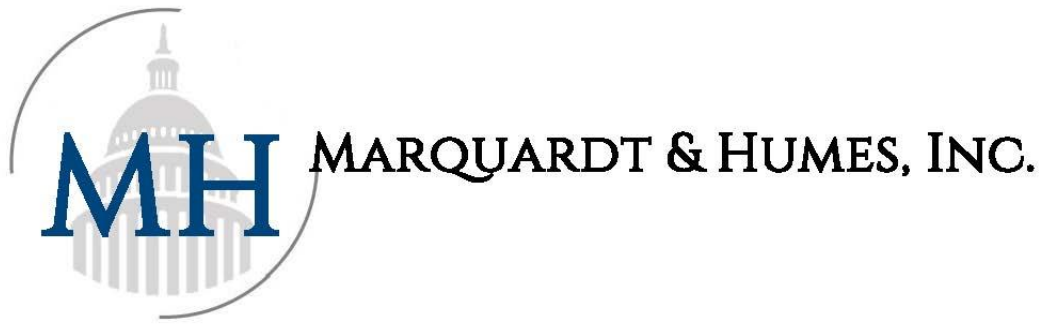
- ACS State & Local Solutions, Inc.
- AVIS-Budget Group
- Carahsoft
- Cable Television & Communications Association of Illinois
- Centerpoint Properties Trust
- Central Illinois Light Company (CILCO)
- Chicago Automobile Trade Association
- Goose Island Beer Co.
- Illinois Chapter, Inc. – American Concrete Pavement Association
- Illinois Propane Gas Association
- Illinois Thoroughbred Breeders and Owners Foundation
- Metropolitan Township Association
- TYCO Electronics Association
- Waste Management

Civic

- The AIDS Foundation of Chicago
- National Safety Council

Education

- Illinois High Schools Association
- Loyola University Chicago
600 S. SECOND ST. • SUITE 400 • SPRINGFIELD, ILLINOIS 62704
311 S. COUNTY FARM RD. • SUITE I • WHEATON, ILLINOIS 60187
PHONE: (217) 523-4200 • FAX: (217) 523-4215



MARQUARDT & HUMES, INC. EXPERIENCE OVERVIEW

- College of DuPage
- Worsham College

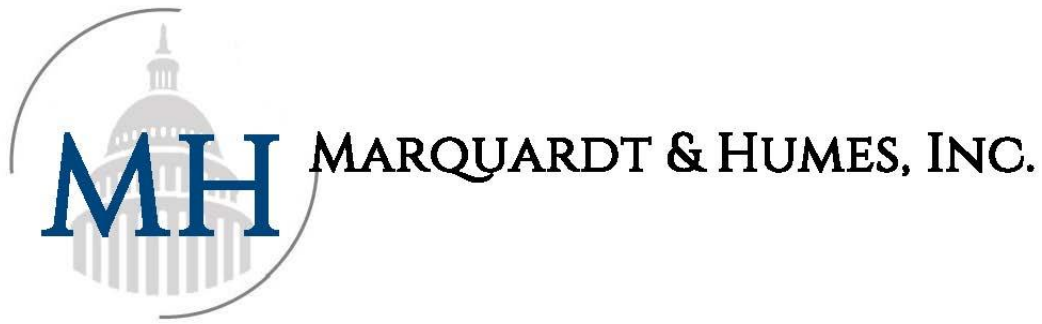
Government

- Addison Fire Protection District
- Addison Township
- County of DuPage
- DuPage County State's Attorney's Office
- City of Galena
- City of Aurora
- City of Naperville
- Village of Lombard
- Illinois Public Risk Fund
- Illinois Fire Chiefs Association
- City of West Chicago
- City of Wood Dale
- Village of Hanover Park
- Better Government Association

Labor

- Decorators Union, Local 17
- DuPage County Building & Construction Trades Council
- Fraternal Order of Police, Troopers Lodge, Local 41
- Machinery Movers, Riggers & Erectors Union, Local 136
- Metropolitan Alliance of Police
- United Steelworkers Union, Local 17
- Paramedic Services of Illinois
- Illinois Merritt Commission

600 S. SECOND ST. • SUITE 400 • SPRINGFIELD, ILLINOIS 62704
311 S. COUNTY FARM RD. • SUITE I • WHEATON, ILLINOIS 60187
PHONE: (217) 523-4200 • FAX: (217) 523-4215



MARQUARDT & HUMES, INC. EXPERIENCE OVERVIEW

Health Care

- CVS Health/Aetna
- Lilly USA
- Loyola University Medical Center
- McKesson Health Solutions

Professional

- Forensic Services Retirement Initiative
- Illinois Athletic Trainers Association
- Illinois Funeral Directors Association
- Illinois Polygraph Society

Transportation

- Central Illinois Regional Airport
- DuPage Airport Authority
- Illinois Public Airports Association

600 S. SECOND ST. • SUITE 400 • SPRINGFIELD, ILLINOIS 62704
311 S. COUNTY FARM RD. • SUITE I • WHEATON, ILLINOIS 60187
PHONE: (217) 523-4200 • FAX: (217) 523-4215