



Kane County

KC Legislative Committee

Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

GUMZ, LINDER, Bates, Daugherty, Gripe, Molina, Strathmann, ex-officios Roth (County Vice Chair) and Pierog (County Chair)

Wednesday, July 16, 2025

10:30 AM

County Board Room

1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval of Minutes: May 21, 2025**
5. **Public Comment**
6. **Legislative Update**
7. **New Business**
 - A. **Resolution:** Authorization Renewal of Agreement for Professional Government Relations Consulting and Legislative Lobbying Services
8. **Old Business**
9. **Co-chair Comments**
10. **Executive Session (if needed)**
11. **Reports Placed On File**
12. **Adjournment**

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-25-876

AUTHORIZATION RENEWAL OF AGREEMENT FOR PROFESSIONAL GOVERNMENT RELATIONS CONSULTING AND LEGISLATIVE LOBBYING SERVICES

WHEREAS, the previous contract for a governmental relations consultant and legislative lobbyist to assist the County in identifying and obtaining federal and state funding grants, monitoring legislative proposal and other County's interests was solicited through RFQ# 23-004 and awarded by the County Board on May 9, 2023, per Resolution 23-206 to McGuireWoods Consulting, LLC of Chicago, IL for a two (2) years term with a mutual option for two (2) one-year renewals upon agreed by both parties; and

WHEREAS, the County requests, and McGuireWoods Consulting, LLC accept and agreed to the one-year contract extension with a no cost increase and service terms and conditions to remain the same as in the existing contract. This is the first option year renewal as allowed on this contract for FY25-26, with one option still available; and

WHEREAS, the funding for this agreement are as follows: Fifty Thousand (\$50,000.00) from the Sheriff's Office, Forty-five Thousand (\$45,000.00) from the County Board, Twenty Thousand (\$20,000.00) from the State's Attorney Office, and Five Thousand (\$5,000.00) from the Coroner's Office.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board by the Kane County Board that the Kane County Board Chairman is hereby authorized to execute a one-year contract extension with McGuireWoods Consulting, LLC for professional government relations consulting and lobbyist services, at a cost of \$10,000.00 per month, with all invoices to be approved by the County Board Chairman and reported to the Legislative Committee, Executive Committee, and the County Board. A copy of Service Rider and supporting documents are attached, and may move to contract execution upon review and approval by the State's Attorney. Contract commencement date will be determined by the County Board, and McGuireWoods Consulting, LLC, will report to the Legislative Committee.

Line Items: 001.380.380.50150, 001.010.010.50150, 001.3600.300.50150,
010.490.490.55000

Line Item Description: Sheriff Consulting, County Board Consulting, State's Attorney Consulting, Coroner MISC. Contractual

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N/A

Are funds currently available for this Personnel/Item/Service in the specific line item? N/A

If funds are not currently available in the specified line item, where are the funds available?

N/A

Passed by the Kane County Board on August 12, 2025.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Contract Renewal for Professional Government Relations Consulting and Legislative Lobbying Services

Committee Flow:

Legislative Committee, Executive Committee, County Board

Contact:

Michelle Gumz- 630.803.2863

Budget Information:

Was this item budgeted? Yes.	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

This contract is for a professional services providing governmental relations consultant and legislative lobbyist services to assist the County in identifying and obtaining federal and state funding, and other county's interests. The current contract expires on August 1, 2025. This resolution authorizes a one-year extension of the lobbyist services. This is the first option year renewal as allowed per RFP 23-004.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Ave., Bldg. A
Geneva, IL 60137



Phone: (630) 232-5929
Fax: (630) 208-5107

**Extension of a Professional Service Contract
for
Governmental Relations Consultant and Lobbyist Services**

This RIDER made this _____ day of _____, 2025 is part of and is to be attached to the Offer to Contract Form and Consultant Service Agreement (RFQ 23-004) made on July 14, 2023, per Resolution 23-206, by and between County of Kane and McGuireWoods Consulting, LLC of Chicago, IL for the provision of Governmental Relations Consulting and Lobbying Services for the County, includes the following:

1. *Original Offer to Contract made on July 14, 2023, per Resolution 23-206.*

The County hereby requests and McGuireWoods Consulting, LLC agrees and offers to provide the required services for a one-year term at the same terms, pricing, and conditions of the original contract. The contract extension date is effective upon execution by the Kane County Board, and the contract commencement date is to be determined, or upon request, by the county.

The parties hereto mutually agree to the renewal of the aforesaid Contract of which this RIDER is made part of, is and shall be and remain in full force and effect under all the terms, pricing, and conditions thereof, only as in this RIDER specifically provided.

Greg Bales
Senior Vice President
McGuireWoods Consulting, LLC
Chicago, IL

Date

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

June 25, 2025

County of Kane
Purchasing Department
719 Batavia Ave.
Geneva, IL 60134

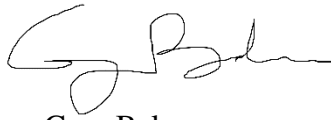
To County of Kane:

I am writing to request that the County of Kane, Illinois, exercise its option for a one-year extension of the contract (RFQ 23-004) for lobbying services between McGuireWoods Consulting LLC and the County. McGuireWoods Consulting LLC agrees to a one-year extension based on the cost, service terms, and conditions remaining the same as in the existing contract.

The contract extension will become effective upon execution by the Kane County Board Chairman, and the contract commencement date is to be determined, or upon request, by the County.

Thank you for your continued partnership, and we look forward to continuing to work with you.

Sincerely,



Greg Bales
Senior Vice President
McGuireWoods Consulting LLC

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 208-3803
Fax: (630) 208-5107



June 27, 2025

OPTION YEAR
CONTRACT SYNOPSIS

Requesting Department:	Kane County Board	
Procurement Name/Recommend Vendor:	RFQ 23-004 Lobbyist Services	McGuireWoods Consulting

PURPOSE:

Seeking approval of a one (1) year contract extension for the provision of lobbying services representing Kane County in both Illinois and Washington D.C.

The previous contract was competitively solicited and awarded by the County Board on May 9, 2023, per Res. 23-206, to McGuireWoods Consulting, LLC of Chicago, IL for a two (2) year term with the possibility to renew for an additional two (2) one-year extensions if mutually agreed upon by both parties, for \$10,000.00 per month for federal and state relation services.

The County requests a contract extension as allowed per RFQ 23-004, and that McGuireWoods Consulting, LLC accept and offer to extend the current services for a one (1) year term, with a no-cost increase, and service terms and conditions are to remain the same as in the existing contract. This is the first option year with one (1) renewal option year available.

The new contract is effective upon execution by the Kane County Board Chairman, and the contract commencement date is to be determined, or upon request by the county.

Staff recommend approval of the one-year contract extension pending approval by the Committee and the Kane County Board.

Submitted By:
Tim Keovongsak
Tim Keovongsak, CPPB
Director of Purchasing

McGuireWoods Consulting LLC
77 West Wacker Drive
Suite 4100
Chicago, IL 60601
Phone: 312.849.8100
Fax: 312.849.3690
www.mwcllc.com



CONTRACTOR DISCLOSURE

As of June 26, 2025, **McGuireWoods Consulting LLC**, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

McGuireWoods Consulting is a wholly owned subsidiary of the law firm McGuireWoods LLP:

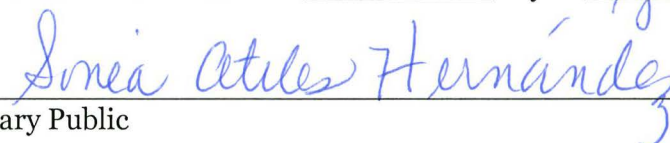
McGuireWoods LLP
800 E Canal Street
Richmond, VA 23219


Officer

6/26/25
Date

SENIOR VICE PRESIDENT
Title

Subscribed and Sworn this 26th day of June, ~~2023~~ 2025.


Notary Public





FAMILIAL RELATIONSHIP DISCLOSURE

As of June 26, 2025, McGuireWoods Consulting LLC, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

[Signature] 6/26/25
Officer Date
SENIOR VICE PRESIDENT
Title

Subscribed and Sworn this 26th day of June, ~~2023~~ 2025
Sonia Atila Hernández
Notary Public



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff 550 S Caldwell St. Suite 1500 Charlotte, NC 28202		CONTACT NAME: NC Certificate Team PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: nccertificateteam@mcgriff.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Great Northern Insurance Company	NAIC # 20303
INSURED McGuireWoods LLP and its Subsidiaries Gateway Plaza 800 East Canal St Richmond, VA 23219-3956		INSURER B : Federal Insurance Company INSURER C : Chubb Indemnity Insurance Company INSURER D : INSURER E : INSURER F :	20281 12777

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			36032542TPA	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73599071	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			78180223	08/01/2024	08/01/2025	EACH OCCURRENCE \$50,000,000 AGGREGATE \$50,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71745111	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: 23-004- Lobbyist Services

County of Kane is Additional Insured on the General Liability and Auto Liability if required by written/executed contract before a loss on a primary and non-contributory basis, including ongoing and completed operations. Waiver of Subrogation applies to the General Liability, Auto Liability and Workers (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

County of Kane
 719 S Batavia Avenue, Bldg A
 Geneva, IL 60134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Anne Benore

DESCRIPTIONS (Continued from Page 1)

Compensation if required by contract and where permitted by law. Umbrella follows over the General Liability, Auto Liability and Employers Liability. Thirty (30) day notice of cancellation, except for 10 days non-payment of premium, applies on the General Liability, Auto Liability, and Workers Compensation policies if required by contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MCGUIREWOODS LLP

Endorsement Effective Date: 08/01/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

"BLANKET AS PER REQUIRED BY WRITTEN CONTRACT"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

Conditions
(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Endorsement

<i>Policy Period</i>	AUGUST 1, 2024 TO AUGUST 1, 2025
<i>Effective Date</i>	AUGUST 1, 2024
<i>Policy Number</i>	3603-25-42 SER
<i>Insured</i>	MCGUIREWOODS LLP
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	AUGUST 7, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT
TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE
AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative



Schedule of Forms

<i>Policy Period</i>	AUGUST 1, 2024 TO AUGUST 1, 2025
<i>Effective Date</i>	AUGUST 5, 2024
<i>Policy Number</i>	3603-25-42 SER
<i>Insured</i>	MCGUIREWOODS LLP
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 13, 2024

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-2322	4-94	DEFENSE OUTSIDE LIMITS	08/01/24	08/08/24
80-02-6541*	3-05	CONDITION - PREMIUM AUDIT	08/01/24	08/08/24
80-02-8269	3-09	COVERAGE TERRITORY, SCHEDULED	08/01/24	08/08/24
80-02-8531	6-23	EXCL-ACCESS/DISCLOSURE CONFID PERS MATERIAL	08/01/24	08/08/24
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	08/01/24	08/08/24
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	08/01/24	08/08/24
80-02-0010	4-94	LIABILITY DECLARATIONS	08/05/24	09/13/24
80-02-0431	7-18	VA MAND-YOUR RIGHT TO CLAIM INFO	08/01/24	08/08/24
80-02-0445	6-23	EXCL-VIOLATION OF LAWS ADDRESS. DATA PRIVACY	08/01/24	08/08/24
80-02-2000	4-01	GENERAL LIABILITY	08/01/24	08/08/24
80-02-2062	11-98	EMPLOYEE BENEFITS ERRORS OR OMISSIONS	08/01/24	08/08/24
80-02-2324	11-06	NON-ACCUMULATION OF LIMITS OF INSURANCE	08/01/24	08/08/24
80-02-2423	8-18	EXCL-LF-INS OR AFFILIATS/LGL OR OTH PROF SVCS	08/01/24	08/08/24
80-02-2653	7-09	PRIMARY NONCONTRIBUTORY-SCHEDULE PERS OR ORG	08/01/24	08/08/24
80-02-2668	8-01	EXCL. BIOLOGICAL AGENTS, TOTAL	08/01/24	08/08/24
80-02-2717**	2-06	NEW YORK MANDATORY	08/01/24	08/08/24
80-02-2718**	4-94	NEW YORK MANDATORY - DEF./LOADING/UNLOADING	08/01/24	08/08/24
80-02-2843	8-98	VIRGINIA MANDATORY (EBL)	08/01/24	08/08/24
80-02-6403	1-15	CAP ON CERTIFIED TERRORISM LOSSES	08/01/24	08/08/24
80-02-6528	6-23	EXCL-RECORDNG/DISTRIB MATERL/INFO VIOL OF LAW	08/01/24	08/08/24
80-02-6554	3-17	PER LOC/PROJECT LIMITS WITH COMB TOTAL AGGREG	08/01/24	08/08/24
80-02-6839	3-03	VA MAND-SUBSDRY OR NWLY ACQ OR FORMD ORGANIZA	08/01/24	08/08/24
80-02-6860	3-04	VA MAND-INVESTIGATION, DEFENSE AND SETTLEMENT	08/01/24	08/08/24
80-02-6987**	11-08	DEDUCTIBLES	08/01/24	08/08/24
80-02-6991**	1-09	NY MAND-DUTY TO REPORT CLAIMS/NOTICE OF LOSS	08/01/24	08/08/24
80-02-8201	9-06	DEDUCTIBLES	08/01/24	08/08/24
80-02-8248*	2-08	DEFINITIONS-PI INCL PRODUCT DISPARAGEMENT	08/01/24	08/08/24
80-02-8290	5-10	EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS	08/01/24	08/08/24
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	08/01/24	08/08/24
80-02-8425	1-14	EXCL-ALCOHOLIC BEVERAGE TYPE BUSINESSES	08/01/24	08/08/24
80-02-8559	6-23	EXCL-ACCESS/DISCLOSE CONFID. PERS INFO. AI-PI	08/01/24	08/08/24
80-02-8635	11-17	COV-PROD WITHDRWL EXP & CRISIS ASSISTANCE EXP	08/01/24	08/08/24
80-02-8636	11-17	WAR - EXCLUSION	08/01/24	08/08/24
80-02-8739	10-12	VA MANDATORY - EXTENDED REPORTING PERIODS	08/01/24	08/08/24

continued

Schedule of Forms

(continued)

80-02-8786**	6-11	DEFINITIONS-PI, INCL PRODUCT DISPARAGEMENT-NY	08/01/24	08/08/24
80-10-9209	7-18	VA MAND - IMPORTANT NOTICE	08/01/24	08/08/24

** Form does not apply to locations in New York*

*** Form only applies to locations in New York*

No Asterisk - Forms apply to all states on policy.

last page

COUNTY OF KANE

Corinne M. Pierog MA, MBA
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5931
CPierog@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

For
Corinne Pierog
Chairman, Kane County Board

Name of Document: RFQ# 23-004 Lobbyist Services

Company Name: McGuire Woods

Resolution No.: 23-206

Submitted by: Karin Kietzman

Date Submitted: 6/29/23

Dept. Head Signature & Date: _____
(Subject Matter Sign-off)

Legal Review of Contract
Terms (Atty. Sign-off): [Signature] 6/30/2023

Approved by: Steven Ford
(Legality) (Print Name)

[Signature]
(Signature)
6/30/2023
(Date)

Post on Web: Yes _____ No [X] Atty. Initials SRF

Comments: This contract is for Lobbyist Services for multiple departments. Award to McGuire Woods for Lobbyist Services per RFQ 23-004. Attached is the pertinent documentation.

Chairman signed: Yes _____ No _____ Date _____

Document returned to: _____
(Name/Department)

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-206

AUTHORIZING AGREEMENT FOR PROFESSIONAL GOVERNMENT RELATIONS CONSULTING AND LEGISLATIVE LOBBYING SERVICES

WHEREAS, the County has identified a need to continue a contractual relationship with a governmental relations consultant and legislative lobbyist to assist the County in identifying and obtaining federal and state funding grants to assist with County projects, to monitor legislative proposals that affect the County, and to partner with other governmental units to seek and respond to proposed legislation; and

WHEREAS, based on a thorough evaluation process by the Kane County Board members and the Request for Proposal (RFQ) documents and scope of services, it is recommended, the award of this contract should be made to McGuireWoods Consulting, LLC, of Chicago, IL; and

WHEREAS, McGuireWoods Consulting, LLC, has extensive bipartisan contacts in State and Federal Governments as well as with some Kane County leaders, and maintains offices in Chicago, Springfield, and Washington, D.C.; and

WHEREAS, the term of the agreement with McGuireWoods Consulting, LLC, shall be for two (2) years with the possibility to renew for an additional two (2) one-year extensions if mutually agreed upon, at a cost of \$10,000.00 per month for federal and state relation services, with all invoices to be approved by the Chairman and reported to the Legislative Committee, Executive Committee, and the County Board; and

WHEREAS, the funding for this agreement is as follows:

\$50,000.00 from Sheriff
\$45,000.00 from County Board
\$20,000.00 from State's Attorney
\$5,000.00 from Coroner

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Board Chairman is authorized to enter into a professional services agreement with McGuireWoods Consulting, LLC, for a period of two (2) years with the option of two (2) one-year extensions if mutually agreed upon, for professional government relations consulting and legislative lobbying services, at a cost of \$10,000.00 per month, with all invoices to be approved by the County Board Chairman and reported to the Legislative Committee, Executive Committee, and the County Board. A copy of the proposal is attached hereto as Exhibit A, and may be moved to contract and signed upon approval by the State's Attorney. McGuireWoods Consulting, LLC, will report to the Legislative Committee.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that costs associated with this agreement shall be paid from the following:

Line Item: 001.380.380.50150, 001.010.010.50150, 001.300.300.50150, 001.490.490.55000

Line Item Description: Sheriff Consulting, County Board Consulting, State's Attorney Consulting, Coroner MISC. Contractual

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N/A

Are funds currently available for this Personnel/Item/Service in the specific line item? N/A

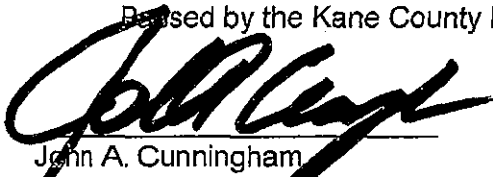
If funds are not currently available in the specified line item, where are the funds available?

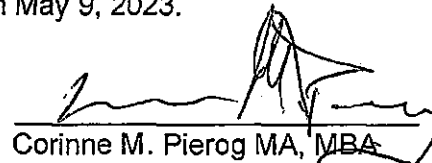
N/A

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the following FY23 budget adjustment is approved:

001.380.380.50150	Contractual & Consulting	-\$25,000
001.010.010.50150	Contractual & Consulting	-\$22,500
001.300.300.50150	Contractual & Consulting	-\$10,000
001.490.490.55000	Misc. Contractual Exp	-\$2,500
001.800.808.50150	Contractual & Consulting	+\$60,000

Passed by the Kane County Board on May 9, 2023.


John A. Cunningham
Clerk, County Board
Kane County, Illinois


Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

Notice

Basic Information

Reference Number	0000309291
Issuing Organization	Kane County
Owner Organization	Kane County
Solicitation Type	SOQ - Statement of Qualification (SOQ) (Formal)
Solicitation Number	23-004
Title	23-004 Lobbyist Services
Source ID	PU.AG.USA.1985140.C13040326
Piggyback Solicitation	No

Details

Location	Kane County, Illinois
Purchase Type	Duration:2 years
Description	<p>The Kane County Board is seeking qualifications from experienced and qualified firms to submit statements of qualifications ("Qualifications") for providing vendors to serve as Lobbyist in representing Kane County in both Illinois and Washington D.C. This Request for Qualifications (RFQ) is issued for the purpose of identifying the most qualified and experienced vendors who may best serve the County in lobbying the State and federal governments, and other organizations as necessary to pursue Kane County's objectives. The selection of qualified vendors will be made following completion of the review process. All services, supervision and labor necessary to provide the County with Lobbyist Services in accordance with federal, state and local laws and regulations (both current and as amended).</p>

Dates

Publication	02/01/2023 12:00 AM CST
Question Acceptance Deadline	02/08/2023 02:00 PM CST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	02/15/2023 02:00 PM CST

Contact Information

Karin M Kietzman
630-444-1071
kietzmankarin@co.kane.il.us

Bid Result Publication Revision

Publication Type

Unofficial Results

McGuireWoods Consulting

Organization Name

McGuireWoods Consulting

Address

77 W Wacker Drive Suite 4300
Chicago Illinois
60601 United States**Dan Shomon Inc**

Organization Name

Dan Shomon Inc

Address

6050 North California
Chicago Illinois
60659 United States**Bid Results Email**

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



April 14, 2023

PROCUREMENT SYNOPSIS

Requesting Department: Kane County Board
Procurement Name: RFQ 23-004 Lobbyist Services
Recommended Vendor: McGuireWoods Consulting

NOTIFICATION AND RESPONSE

Public Notices: Kane County Web Site and The Daily Herald

Advertising Date:	February 1, 2023	Notices sent/Plan Holders: 359/10
Proposal Due Date:	February 15, 2023	Proposals Received: 2

PURPOSE

To establish a contract with an experienced and qualified Lobbyist Services Company to represent Kane County in both Illinois and Washington D.C.

Members of the County Board office evaluated the proposals that were received. Both companies were then invited to interview. After the interview, evaluation team members determined that McGuireWoods Consulting meets or exceeds recommended requirements for Lobbyist Services.

Based on a thorough evaluation process by the Kane County Board members and the Request for Proposal (RFQ) documents and scope of services, it is recommended, the award of this contract should be made to McGuireWoods Consulting, Chicago, IL.

As stated in the solicitation document, the term of this agreement is two (2) years, subject to two (2) one-year extension options if mutually agreed upon.

Staff recommends approval of this contract pending approval by the Committees and County Board.

Submitted By:

Karin Kietzman

Karin Kietzman, CPPB
Director of Purchasing

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

KARIN KIETZMAN, CPPB
Director of Purchasing



719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

REQUEST FOR QUALIFICATIONS

DATE: February 1, 2023

RFQ #: 23-004 – Lobbyist Services

The Kane County Board is seeking qualifications from experienced and qualified firms to submit statements of qualifications ("Qualifications") for providing vendors to serve as Lobbyist in representing Kane County in both Illinois and Washington D.C. This Request for Qualifications (RFQ) is issued for the purpose of identifying the most qualified and experienced vendors who may best serve the County in lobbying the State and federal governments, and other organizations as necessary to pursue Kane County's objectives. The selection of qualified vendors will be made following completion of the review process. All services, supervision and labor necessary to provide the County with Lobbyist Services in accordance with federal, state and local laws and regulations (both current and as amended).

Experienced vendors who wish to be considered as potential lobbyist are asked to submit a proposal describing their level of lobbying expertise and proposed fee structure. Each vendor that submits a proposal to this RFQ will have its proposal reviewed in an open, objective and independent process.

GENERAL SUBMITTAL REQUIREMENTS:

The general scope of services, submittal instructions and requirements required are described herein. To be considered as qualified providers, the Vendors must submit their statement of interest, qualifications and information required herein or other pertinent information related to the specified services. Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Freedom of Information Act.

Request for qualifications must be submitted electronically by registering at
<https://www.bidnetdirect.com/illinois/kanecounty> Registration is free to all vendors.

SUBMISSION DATE & TIME:

Wednesday, February 15, 2023 at 2:00 p.m.

RFQ's received after the submittal date and time will be rejected and returned unopened to the sender.

CONTACT PERSON:

Karin Kietzman
purchasing@co.kane.il.us

DISCLAIMER: TO THE EXTENT THAT YOU HAVE OBTAINED THESE DOCUMENTS FROM A SOURCE OTHER THAN BID NET DIRECT, PLEASE BE ADVISED THAT THESE DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE DATE EXTENSIONS. FOR ALL UPDATES TO DOCUMENTS, PLEASE VISIT [HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

QUESTIONS/EXCEPTIONS: All questions pertaining to this Request for Qualifications must be submitted in writing to the Purchasing Department no later than **February 8, 2023 at 2:00 p.m.** Please send all questions via e-mail to: purchasing@co.kane.il.us or Fax to (630) 208-5107.

INSTRUCTIONS TO OFFERORS

COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - QUALIFICATIONS
TERMS AND CONDITIONS

A. REQUEST FOR QUALIFICATIONS

A.01 Definition:

Request for Qualifications (RFQ) is a method of procurement permitting discussions with responsible offerors and revisions to RFQ prior to award of a contract. Award will be based on the criteria set forth herein.

A.02 RFQ Preparation:

Qualifications must be submitted on this form and all information and certifications called for must be furnished. RFQ's submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. RFQ's may be modified or withdrawn prior to the time specified for the opening of RFQ's. Qualifications shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the RFQ. The RFQ shall include the legal name of the Vendor, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Vendor to a contract. Name of person signing should be typed or printed below the signature.

A.03 Addenda:

A.03.1 Addenda are written instruments issued by the County prior to the date for receipt of RFQ's which modify or interpret the RFQ by addition, deletion, clarifications, or corrections.

A.03.2 Prior to the receipt of RFQ's, addenda will be mailed or delivered to all who are known to have received a complete Request for Qualifications.

A.05.3 After receipt of RFQ's, addenda shall be distributed only to offerors who submitted qualifications, and those offerors shall be permitted to submit new RFQ's or to amend those submitted.

A.05.4 Each offeror shall ascertain prior to submitting an RFQ that all addenda issued have been received and acknowledge on the RFQ response form, by submission of an RFQ, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.

A.06 Evaluation of RFQ's:

The RFQ's submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFQ. The RFQ's shall be categorized as:

A.06.1 Acceptable;

A.06.2 Potentially Acceptable; that is, reasonably susceptible of being made acceptable; or

A.06.3 Unacceptable.

A.07 Discussion of RFQ's:

A.07.1 The Evaluation Panel may conduct discussions with any offeror who submits an acceptable or potentially acceptable RFQ. Offerors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of RFQ's. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one RFQ to any other offeror.

A.07.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:

- (a) The specific services to be provided;
- (b) Qualifications of the offeror, experience of personnel, etc;
- (c) The working relationship to be established between the County and the offeror, including, but not limited to, what each party should expect from the other.
- (d) A review of the costs associated with this project.

A.08 Negotiations:

The County of Kane reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFQ. The County may require the entire RFQ be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the County of Kane as contractually binding on the successful offeror.

A.09 Notice of Unacceptable Qualifications:

When the Evaluation Panel determines an offeror's RFQ to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its RFQ. The decision of the Evaluation Panel shall be final.

A.10 Confidentiality:

The County's Director of Purchasing shall examine the RFQ's to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFQ will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing. All data, documentation and innovations developed as a result of these contractual services shall become the property of the County of Kane. Based upon the public nature of these RFQ's, an offeror must inform the County, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

A.10.1 Confidential information submitted by the Vendor shall be labeled and shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act.

A.11 Proprietary Information:

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or RFQ is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

A.12 Interpretation or Correction of Documents:

Vendors shall promptly notify the County of any ambiguity, inconsistency or error they may discover upon examination of the specification documents. Interpretations, corrections and changes will be made by addendum.

A.13 Variances:

State or list by reference any variations to specifications, terms and conditions.

B. TERMS AND CONDITIONS

B.01 Authority:

This Request for Qualifications is issued pursuant to applicable provisions of the Kane County Purchasing Department.

B.02 Errors in RFQ:

Offerors are cautioned to verify their qualifications prior to submission. Negligence on the part of the offeror in preparing the qualifications confers no right for withdrawal or modification of the qualifications.

B.03 Reserved Rights:

The County of Kane reserves the right at any time and for any reason to cancel this Request for Qualifications, or to accept an alternate RFQ. The County reserves the right to award one or more contracts for their services specified herein. The County reserves the right to waive any immaterial defect in any RFQ. Unless otherwise specified by the offeror, the County has one hundred twenty (120) days to accept. The County may seek clarification from any offeror at any time and failure to respond promptly is cause for rejection.

B.04 Incurred Costs:

The County of Kane will not be liable in any way for any costs incurred by respondents in replying to this RFQ.

B.05 Award:

Qualifications will be evaluated and negotiated by the Evaluation Panel. The Evaluation Panel shall have the authority and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors

(where applicable): (a) adherence to all conditions and requirements of the RFQ specifications; (b) price; (c) qualifications of the Vendor, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

- B.05.1 Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act. The Evaluation Panel's final recommendation and reports shall be forwarded to the appropriate committees of the Kane County Board for consideration and award of the contract.
- B.06 Criteria for Selection:
All RFQ's will be evaluated based on the criteria as stated in the specification.
- B.07 Pricing:
The price for the contract is to be held firm for the term of the contract.
- B.08 Taxes:
The County of Kane is exempted from paying Illinois Retailers Occupation Tax and Federal Excise Tax.
- B.09 Warranty:
Vendor or Seller (as the case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Vendor or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.
- B.10 Indemnity:
Contractor and/or Servicer and/or Seller (as the case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents and Employees from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and/or Seller's performance of this contract and Contractor's and/or Servicer's and/or Seller's violation of any of the terms and conditions of this agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.
- Contractor and/or Servicer and/or Seller shall provide to the County of Kane proof of adequate insurance coverage to satisfy the indemnification provisions herein.**
- B.11 Equal Employment Opportunity:
The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid

specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

B.12 Default:

If delivery of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Contractor.

B.13 Payments:

B13.1 The payment terms for this contract will be made on a monthly basis by the County of Kane.

B13.2 The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

B.14 Eligibility:

By signing the request for qualifications response form, the Vendor hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Prohibition to Award Contracts to Parties Debarred or Suspended:

No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment:

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension:

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

B. 15 Communication during the Procurement Process:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact through the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquires will be collected by the Purchasing Department staff who will then submit the inquiries to the Elected Official responsible for the procurement. Responses by the Elected Official to the inquiries will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's RFQ. If it is later discovered that a violation has occurred, the County may reject any RFQ or terminate any contract awarded pursuant to this solicitation.

B. 16 CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

B.16.1 The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

B.16.2 Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.2.1 Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

B16.3 Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.4 Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

B16.5 Umbrella Liability:
Aggregate Limits \$5,000,000

B16.6 Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.

Limits:

Aggregate \$1,000,000

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

C. CONTRACTOR DISCLOSURE

- C.01 Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit.

Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors' corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- C.02 All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

C.02.1 Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

C.02.2 Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised.

C.02.3 A statement under oath that the applicant has withheld no disclosures as to economic neither interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

- C.03 All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

- C.04 Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any

applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

- C.05 Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

D. LAW GOVERNING:

- D.01 This contract shall be governed by and construed according to the laws of the State of Illinois.

E. Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30 day notice of intent to cancel.

F. Termination for Cause:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Consultant or the Consultant's independent professional associates or contractors, directly or indirectly in connection with the Project.

G. Litigation

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

**SCOPE OF SERVICES
FOR
LOBBYIST SERVICES**

I. Qualifications and Requirements

The Vendor will provide Kane County with government relations consulting and legislative lobbying services, as needed, in connection with State and federal funding, grant opportunities, and legislative matters of concern in Illinois and Washington, D.C.

The following is a summary of the anticipated activities:

- 1.) Represent Kane County's interests with legislators, staff and agencies; advocate Kane County Government's position on legislation, regulations, and State and federal issues
- 3.) Monitor, analyze, and/or report on legislative actions
- 4.) Assist Kane County Government in packaging projects and all aspects of securing funding through legislation and/or public grants
- 5.) Assist Kane County with access to and/or coordination with appropriate legislators, regulatory agencies and officials
- 6.) Educate Kane County elected and appointed officials with regards to legislation and related opportunities and impacts to Kane County

Qualified vendors must demonstrate related competence and expertise in one, all, or any combination of the following:

- 1.) Relevant lobbying experience;
- 2.) In depth knowledge of State and federal legislative process;
- 3.) Established relationships within General Assembly, Congress, and staff;
- 4.) Advocate positions on behalf of a client;
- 5.) Prepare legislative correspondence and testimony;
- 6.) Meet with legislators and staff, facilitate necessary meetings for the client;
- 7.) Monitor legislative activity as pertained to Kane County;
- 8.) Perform follow-up with groups supporting client interests;
- 9.) Any other relevant experience found beneficial to a client;
- 10) Current State and federal lobbyist registration.

II. Evaluating and Processing of RFQ's

The County will review and evaluate each RFQ it receives. The evaluation of the RFQ's will take into account the depth of knowledge and ability to meet the requirements outlined in the requirements section.

III. Support Staff Selection Process

A. Develop Short-List of Firms

The County shall review all Statement of Qualifications received and will develop a short-list of firms to consider for this project. Should the County receive a Statement of Qualifications from only one (1) firm, the County will make a determination of whether the one firm is qualified. If it is

determined the one firm which submitted a Proposal is qualified to perform the requested work then negotiations with that firm may begin.

If it is determined that the one firm that submitted a Statement of Qualifications is not qualified to perform the required work then the same procedure will apply as if no firm submitted a Proposal. This procedure is noted in the next paragraph below.

Should no firms submit a Proposal the County may utilize one of the following options:

1. Re-advertise until a Statement of Qualifications is received from a qualified firm; or
2. Submit an inquiry directly to a firm or firms that have a satisfactory relationship for services with the County to determine if any of these firms are available and willing to perform the required work.

The final authority in approving use of either of the above options shall come from the Chairman of the Kane County Board.

In developing the short-list, the County will use qualification criteria as well as professional judgment to ensure the short-listed firms provide the "best fit" for the services being sought.

Some criteria that will be considered include:

1. Experience/qualifications of Lobbyist: Lobbyist's abilities and specific experience; proposed staff and specific staff experience; years in business, experience with contracts for services similar in scope. (This includes resumes of all staff to be assigned to County projects).
2. Quality and completeness of the Statement of Qualifications submitted.
3. Past performance of work completed for the County.
4. Commitment, either based on the firm's statement or from past experience, that the key staff noted will be the same staff performing the majority of the work, especially critical tasks required to complete the services sought.
5. Understanding of the project and functions of the County.

CRITERIA FOR EVALUATION AND SELECTION OF QUALIFIED PROFESSIONALS

All proposals submitted in response to the RFQ will be evaluated based on the following criteria:

CAPABILITY AND QUALIFICATIONS OF THE FIRM	30%
SUITABILITY AND QUALITY OF THE APPROACH/METHODOLOGY	30%
SCHEDULES, DELIVERABLES AND AVAILABILITY	30%
REFERENCES	10%

B. Procedure for Ranking Short-Listed Firms

The evaluation team will rank the Short-Listed firms in order of qualifications. The highest ranked firm will have a ranking assignment of #1; the next highest ranked firm shall have a ranking assignment of #2, and so on.

If it is the desire of the evaluation team, interviews of the highest-ranking firms will be conducted. The interview date and time will be designated by the County Board with a minimum of 1 week notice to the firms.

Typical interviews will include key members of the team that will be asked to address their understanding of the staff support needed in greater detail as well as their previous experience. Interviews are typically 20-30 minutes in duration. The ranking of the Short-Listed Firms may be adjusted based on performance during the interview.

C. Recommendation

After a ranking for each of the short-listed firms is completed using this QBS Process, Kane County will inform the highest ranked firm by phone or e-mail.

D. Initiate Negotiations

1. Upon notification from Kane County, contract negotiations shall begin with the highest ranked firm. Fee proposals of personnel will be addressed.
2. The County will invite the highest ranked firm to enter into a Consultant Services Agreement (CSA). Any exceptions to the CSA shall be included with the firms RFQ submittal. The CSA will be negotiated collectively with the highest ranked firm. Failure to reach consensus will result in the firm(s) not being considered further. Following the completion of this phase, County staff will recommend the firm for County Board approval.

IV. Special Provision

Kane County will review all Statement of Qualifications (SOQs) which are submitted prior to the deadline and reserves the right to reject any or all SOQs or to cancel the selection process at any time. The following timeline for submission of proposals is to be considered binding. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings. The County's tentative schedule for reviewing/approving of this RFQ is as follows:

Date	Action
February 1, 2023	RFQ Published
February 8, 2023	Questions regarding RFQ
February 15, 2023	Proposals Due
March 2023	Interviews if desired
March/April 2023	Anticipated Award

The County may reject any submittal not in compliance with all requirements contained in this RFQ and may cancel this solicitation or reject for good cause, all responses upon finding by the County that it is in the public interest to do so. Responses received after the submission due date and time will not be considered. Any response submitted in response to this RFQ shall become the property of the County and will not be returned.

Acceptance of RFQ Response

The RFQ submittal is not a binding agreement it is only for the purpose of establishing pertinent information to assist Kane County in its evaluation and selection process of the best qualified, most responsive and successful Provider/Vendor(s) that best meets the County's objectives and contract requirements.

It is the intention of Kane County to identify service providers who are best qualified to deliver and perform the required services. The County of Kane may seek clarification and request an oral presentation regarding any and all SOQs from qualified firms at any time and failure to respond in a reasonable time frame is cause for rejection.

The successful or top ranked providers or organizations identified from this procurement will be recommended for contract negotiation and enter into a service contract pending the Kane County parent committee and the full Kane County Board approval.

Successful Contractor shall submit the following additional required documents before awarding of this service contract. Samples of County's insurance requirements will be provided to the finalist before award and prior to enter into a service agreement.

Certificate of Insurance with the required coverages and endorsements
listing the County as an additional insured
Contractor Disclosure Statement and Familial Relationship Statement

By submitting a Statement of Qualifications in response to this RFQ, the firm consents to all of the terms and conditions of the RFQ. *No formal opening of the Qualifications will take place.*

The Vendor shall return signed RFQ Response Form in addition to the general submittal requirements marked as **Exhibit 1** listed herein and proof of insurance:

- Signed RFQ Response Form
- Statement of Qualification
- Resume, references, professional affiliations and certifications
- Narrative presenting your experience and qualifications
- Fee Proposal

Award

The County reserve the right to negotiate, add additional services and award a contract to one (1) or more qualified firms.

Contract Term

The term of the contract shall be for a two (2) year period, subject to two (2) one-year extension options if mutually agreed upon.

Response Instructions

The following material is required to be submitted for a vendor to be considered:

1. Transmittal Letter which includes the vendor's name, email address, business address, phone number. Location of the office(s) providing the services, year the firm was established and former names and ownership of the firm, if applicable.

2. A brief statement of the vendor's understanding of the project.

3. Highlights of the vendor's qualifications and ability to perform the services.
4. The name, title, phone number, email address and street address of the person in the vendor's organization who will respond to questions about the RFQ.

Qualifications and Experience

1. Provide references for at least three (3) public sector clients for whom you have performed these services within the past five (5) years and successes achieved with them. Include agency name, contact name, address, email and telephone number.
2. Provide a current client list. Include agency name, contact name, address, email and telephone number.
3. Identify existing relationships with Local, Municipal, County, State of Illinois Local Legislative Delegations, Congressional Delegations, Cabinet Officials, Agency Heads, and other key legislators and support staff.

Project Team

1. Provide a listing of your organization, including a current organizational chart
2. Identify principal(s) team members and their tentative individual roles in any County contract, including how many years each member has been a lobbyist.
3. Provide resumes of team members that will be assigned to the County.

Fee Proposal

1. Provide a proposed fee schedule to represent the interests of Kane County for the duration of the contract. A fee schedule may take the form of a flat rate per month, an hourly fee to be invoiced on a monthly basis, or a combination of the two.

Submit Proposal

RFQ must be submitted electronically by registering at:

<https://www.bidnetdirect.com/illinois/kanecounty>

QUALIFICATIONS RESPONSE FORM
For
Lobbyist Services

RFQ Due Date & Time: **February 15, 2023 at 2:00 p.m.**

To: <https://www.bidnetdirect.com/illinois/kanecounty>
County of Kane
Purchasing Department, Bldg., A, Room 211, 212, 214
719 S. Batavia Ave., Geneva, IL 60134

The Offeror shall return RFQ with all documents, as well as literature, samples, etc. as required within the specifications.

The undersigned Offeror, having examined the specifications and any other related documents, hereby agrees to provide Lobbyist Services per specification and to perform other work stipulated in, required by and in accordance with the qualification's documents attached for and in consideration of the Offerors prices.

The terms and conditions of the Kane County codes for competitive selection procedure applied to this (RFQ), but can be mutually negotiated at time of contract execution.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of following addendum(s): _____; _____; _____.

By signing this response form, the firm hereby certifies that they are not barred from submitting on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this SQPD will be based upon the funding available to Kane County. The terms of the SQPD and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the SQPD and the response, the terms of the SQPD and the response shall govern. Every element or item of the SQPD and the response shall be deemed a material and severable item or element of the contract. This is a one (1) year contract with option to extend for four (4) additional one-year renewal periods, if mutually agreed upon by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFQ.**

Signature _____

Typed Signature _____

Company _____

Address _____

Phone # _____ Fax # _____ E-mail _____

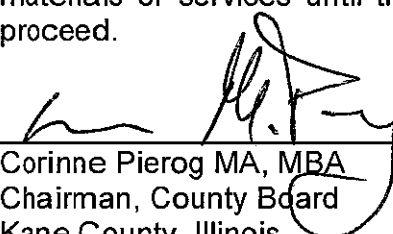
Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for Lobbyist Services.

The Contractor is bound to provide the materials and services listed in the attached agreement and based upon the Request for Proposal, including all terms, conditions, specification and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 23-004. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.


Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

7/14/23
Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input type="checkbox"/> N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

REFERENCES
Lobbyist Services
For
Kane County, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable services:

Offeror's Name: _____

1. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____
2. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____
3. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____
4. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____



CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 50%
456 Second Street
Geneva, IL 60134

Ms. Sue Jones 50%
456 Second Street
Geneva, IL 60134

Officer Date

Title

Subscribed and Sworn this _____ day of _____, 2023.

Notary Public



FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer

Date

Title

Subscribed and Sworn this _____ day of _____, 2023.

Notary Public

LATE QUALIFICATIONS CANNOT BE ACCEPTED!

No formal opening of the Qualifications will take place.

NO-RFQ RESPONSE

RFQ 23-004

Lobbyist Services

In the event that your organization chooses not to submit a response to this solicitation the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet the specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal response.
- ☐ Other (please specify):

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@co.kane.il.us

Appendix A
CONTRACT FOR PROFESSIONAL SERVICES
RFQ# 23-004
Agreement for Lobbyist Services

This agreement is entered into and will be effective as of the date of final execution of this contract, between the **COUNTY OF KANE** (the "**County**"), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and McGuireWoods Consulting (the "**Consultant**"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement

The County hereby retains the Consultant to perform Lobbyist Services for Kane County Government located in Geneva, IL. The purpose of the contract is to retain the Consultant as Lobbyist.

§ 2. Scope of services

The services to be provided by the Consultant (the "**Work**"), are set forth in the attached RFQ 23-004.

§ 3. Term of this agreement

The term of this agreement will commence as of the date hereof and continue, unless earlier terminated in accordance herewith, until the Work is completed.

§ 4. Relationship of parties

The Consultant will serve as the County's professional Lobbyist consultant in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 5. Compensation

- (a) The County will pay the Consultant fee at rates set forth in **Exhibit 1** for which the Consultant will fully complete the Work. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The monthly invoice will also include a summary of all previous invoices up to, and including, the invoice for the current month. The Work will be billed at the hourly rates set forth in **Exhibit 1**. The County will pay each such invoice within 30 days of its receipt.
- (b) The attendance of the Consultant at meetings of the Kane County Board and its various committees and subcommittees is not included in the amounts set forth

Appendix A

above. For each such meeting at which the Consultant's attendance is required by the Kane County Board (the "**Committee**"), the Consultant will be paid per the hourly rates set forth in **Exhibit 1**.

§ 6. Time for completion of the work

This is a two year agreement with optional renewals.

§ 7. Terms and conditions

- (a) The Kane County Board (the "**Board**"), or its written designee, shall act as the County's representative with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Client.
- (b) The Board may, by written order, make changes in specific work items if such changes are within the scope of services set forth in **Exhibit 2**. If any such change is not within the scope of services, the Consultant will so notify the Board and will submit a proposed change order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be those set forth in **Exhibit 1**. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.
- (c) The County may, anytime and without cause, upon a 30-day notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 30 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.
- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide

Appendix A

appropriate facilities for such access and inspection during normal business hours.

§ 8. Ownership of Documents and Confidentiality

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County; shall be maintained as confidential property of the County, shall not be disclosed in whole or in part, to any non-parties to this agreement except at the direction of the County. All data obtained from the County, including digital mapping information, is to be used solely for the purpose of the Work, and shall not be retained by the Consultant for use in any other manner.

§ 9. Responsibility of Consultant

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 10. Indemnity

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, including, but not limited to, claims for releases or disposal of hazardous substances or wastes under CERCLA, RCRC, or any similar federal or state environmental law or regulation.

§ 11. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the following insurance coverage:

- | | | | | | |
|----------------------------|------------------------|----------|--------|-------|------------------|
| (a) Professional Liability | \$2,000,000 per claim; | | | | |
| (b) General Liability | \$2,000,000 | combined | single | limit | (or equivalent); |
| (c) Automobile Liability | \$1,000,000 | combined | single | limit | (or equivalent); |

Appendix A

- | | |
|--------------------------|---|
| (d) Excess Liability | \$2,000,000 each occurrence; and |
| (e) Workers Compensation | Statutory Worker's Compensation Insurance, including occupational disease with Employer's Liability limit shall be in compliance with limit of the State of Illinois. |

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage listed above which names the County as an additional insured and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 12. Equal Employment Opportunity

Section 6.1 of the Illinois Department of Human Rights Rules and Regulations is hereby incorporated herein by this reference as though fully set forth.

§ 13. No subcontracts

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director.

§ 14. Notice

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent *via* email, or by first class mail, postage prepaid to the Kane County Board, attention Corinne Pierog, Chairman, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134.

Notice *via* fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

§ 15. Miscellaneous

- (a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may

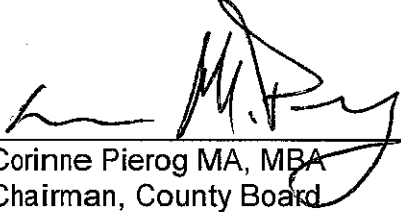
Appendix A

assign this agreement without the prior written consent of the other.

- (d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.
- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.
- (f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.
- (g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.

The County of Kane

(Company Name)


Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Name
Title

Date

7/14/23

Date

Appendix A
EXHIBIT 1
(Hourly Rates)

See attached Rate Schedule

**Appendix A
EXHIBIT 2**

(The Work)

See attached Scope of Work

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



February 10, 2023

ADDENDUM 1

Invitation to Bid: #23-004

Title: Lobbyist Services

The attention of all plan holders is called to the following questions received for the original bid solicitation:

Clarifications & Additional Information

Question: Specifically, our legal team had a question re: Section 12 of the included contract. Section 12 refers to "Section 6.1" of the Illinois Department of Human Rights Rules and Regulations. Our legal department visited this page -- <https://dhr.illinois.gov/legal/rules-and-regulations.html> -- and based on the numbering, they can't tell what "Section 6.1" is. Is this referenced Section 6.1 something else, perhaps directly in the Illinois Human Rights Act?

Answer: *Please remove: Section 12 "Section 6.1" of the Illinois Department of Human Rights Rules and Regulations and replace with the following:*

EQUAL EMPLOYMENT OPPORTUNITY. The equal employment opportunity clause required by the in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

Question: Is it possible for consulting firms that don't do physical labor work for the county can be exempted from the insurance requirements? Our company will need a waiver.

Answer: Insurance is requested for all projects that may be conducted on County property. However, for purposes of this RFP, the County will remove the requirement for a \$5,000,000.00 Umbrella Liability policy.

Please acknowledge receipt of this Addendum 1. Thank you for your interest in the Kane County procurement process.

Sincerely,

Karin Kietzman

Karin Kietzman, CPPB
Director of Purchasing

CONSULTANT SERVICES AGREEMENT
RFQ# 23-004
Agreement for Lobbyist Services

This agreement is entered into and will be effective as of the date of the final execution of this contract, between the **COUNTY OF KANE** (the "**County**"), a body corporate and politic existing under the laws of the State of Illinois, and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and McGuireWoods. (the "**Consultant**"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement

The County hereby retains the Consultant to perform Lobbyist Services for Kane County Government located in Geneva, IL. The purpose of the contract is to retain the Consultant as a Lobbyist.

§ 2. Scope of services

The services to be provided by the Consultant (the "**Work**"), are set forth in the attached RFQ 23-004.

§ 3. Term of this agreement

The term of this agreement will commence as of the date hereof and continue unless earlier terminated in accordance herewith until the Work is completed.

§ 4. Relationship of Parties

The Consultant will serve as the County's professional Lobbyist consultant in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 4.1. No Attorney-Client Relationship Established: The Consultant 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 the Consultant's clients, but the Consultant 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 the County. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege unless the County hires the law firm to provide legal services. This agreement does not affect the attorney-client relationship, or the privileged nature of any communications, between the County and the McGuireWoods law firm pursuant to a separate engagement for legal services, whether established

before or after the date of this agreement. If the County desires legal services, the County may enter into a separate engagement with the McGuireWoods law firm; it is not necessary for the County to engage the McGuireWoods law firm in order to obtain the Consultant's services, or vice versa.

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

§ 5. Compensation

The County will pay the Consultant rate of \$10,000 per month for which the Consultant will fully complete the Work. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The County will pay each such invoice within 30 days of its receipt.

§ 6. Time for completion of the work

This is a two-year agreement with two (2) one-year extension options if mutually agreed upon

§ 7. Terms and conditions

- (a) The Kane County Board (the "**Board**"), or its written designee, shall act as the County's representative with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Client.
- (b) The Board may, by written order, make changes in specific work items if such changes are within the scope of services. If any such change is not within the scope of services, the Consultant will so notify the Board and will submit a proposed change order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be those set forth in **Exhibit 1**. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.
- (c) The County may, anytime and without cause, upon a 30-day notice to the Consultant terminate this agreement before completion of the Work. Upon

termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 30 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.

- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

§ 8. Ownership of Documents and Confidentiality

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County; shall be maintained as confidential property of the County, shall not be disclosed in whole or in part, to any non-parties to this agreement except at the direction of the County. All data obtained from the County, including digital mapping information, is to be used solely for the purpose of the Work, and shall not be retained by the Consultant for use in any other manner.

§ 9. Responsibility of Consultant

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 10. Indemnity

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, including, but not limited to, claims for releases or disposal of hazardous substances or wastes under CERCLA, RCRC, or any similar federal or state environmental law or regulation.

§ 11. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the following insurance coverage:

- | | | | | | |
|----------------------------|--|------------------|--------|-------|------------------|
| (a) Professional Liability | \$2,000,000 per claim; | | | | |
| (b) General Liability | \$2,000,000 | combined | single | limit | (or equivalent); |
| (c) Automobile Liability | \$1,000,000 | combined | single | limit | (or equivalent); |
| (d) Excess Liability | \$2,000,000 | each occurrence; | | | |
| (e) Workers Compensation | Statutory Worker's Compensation Insurance, | | | | |
| | including occupational disease with Employer's Liability limit shall be in compliance with limit of the State of Illinois. | | | | |

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage listed above which names the County as an additional insured and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 12. Equal Employment Opportunity

The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contracts made by the County of Kane.

§ 13. No subcontracts

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director.

§ 14. Notice

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent *via* email, or by first class mail, postage prepaid to the Kane County Board, attention Corinne Pierog, Chairman, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134.

Notice *via* fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

§ 15. Miscellaneous

- (a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.
- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.
- (f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.

SCOPE OF SERVICES

The Contractor will be engaged to represent the County and work in coordination with the Kane County Board through and by the Legislative Committee.

Specifically, the Contractors services shall include:

Proactive Legislation

Work with County to identify and prepare potential proactive legislation;

Proactive Legislation is defined as legislation that is initiated by the County.

Assist in developing a strategy to pass the proactive legislation including, but not limited to, meeting with other organizations to provide grassroots support;

Meet with groups that may oppose proactive legislation to potentially address their concerns while preserving intent and effect of legislation;

Assist in drafting proactive legislation;

Assist in securing authors, co-authors, sponsors and co-sponsors of the proactive legislation;

Work to advance the Counties legislation early in the session and attempt to address the oppositions concerns to avoid legislative battles

Proactively promote County positions on policy matters to elected officials, their staffs, and other decision makers through personal contact, written testimony, or testimony;

Brief the legislative leaders on the importance of the proactive legislation;

Identify witnesses and prepare strategies for committee hearings;

If requested, assist in preparing a bill analysis on proactive legislation; Work with Legislative Committee in support of the Counties position and coordinate all aspects of the legislative strategy;

Pursue all necessary steps to obtain final enactment into law of proactive legislation; and

Other services as required by the County;

Adverse Legislation

Assist the County through the Legislative Committee in tracking adverse legislation throughout the legislative process;

Negotiate with opposition groups during the legislative session to prevent adverse legislation or, if the former is not achievable, mitigate effects of adverse legislation;

Prepare a strategy to defeat any adverse legislation and implement a legislative strategy involving floor leaders, witnesses, and leadership opposition to the adverse legislation,

Brief the legislators and staff regarding the impact of negative legislation and develop and implement a strategy to obtain the appropriate action by the Illinois General Assembly and the US Congress.

Other services as required by the County of Kane

Filed Legislation

In consultation with the County, monitor filed legislation to identify bills which may be adverse to the County;

Consult with the Legislative committee and other appropriate individuals to develop a strategy to defeat unanticipated adverse legislation filed during the legislative session;

Assist in identifying damaging amendments that may be offered and in developing a strategy to defeat hostile floor amendments in the House or the Senate in Illinois and the US Congress.

Help prepare all witnesses for committee testimony.

Brief legislative committee members in advance of any legislation being considered, especially if there may be conflicting legislative matters within the County.

Address the concerns of the members of the appropriate committees, in advance of committee hearings, regarding any legislation or amendments they propose or intend to propose;

Organize floor action and help develop grassroots support for the delegation members on all proactive legislation; and

When all bills pass both houses, work with the Legislative Leaders and staff to secure the signature or veto.

General Services

Build on its working relations with members of the County and work with County Board members to develop a system of personal contacts and grassroots support during critical times during the legislative process;

Coordinate with representatives of other cities on mutually beneficial legislative issues;

Be active in the appropriations process on behalf of the County;

Conduct legislative negotiations, on the Counties behalf, based on the Counties instructions;

Represent the City at events in Illinois and Washington as requested;

Assist the County in handling regulatory matters that arise in governing agencies and further develop relationships with these agencies;

Represent the County and its interests in the formulation of interim studies on county issues of interests;

Perform other governmental relations activities as requested by the County;

Maintain a written bill-tracking system to monitor all proactive and negative legislation during the legislative session; and

Assist the County in any matters of interest that arise during Special Sessions.

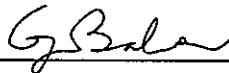
(g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.

The County of Kane

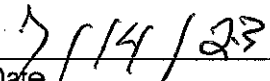
McGuireWoods Consulting LLC



Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois



Greg Bales
Senior Vice President



Date

6/29/23

Date

EXHIBIT 1
(The Work &
Monthly Rates)

See attached



PROPOSAL FOR GOVERNMENT RELATIONS SERVICES

Prepared for Kane County

McGuireWoods Consulting
Gregory Bales | +1 312 849 8241 | gbales@mwcllc.com

February 15, 2023

TO: County of Kane
FROM: McGuireWoods Consulting LLC
DATE: February 15, 2023
RE: **RFQ Response for Lobbying Services (Transmittal Letter)**

This memo and accompanying proposal are in response to the County of Kane's issuance of a Request for Qualifications for Lobbying Services in both the State of Illinois and Washington, D.C.

Founded in 1998, McGuireWoods Consulting (MWC) is a full-service government relations and consulting firm with offices across the country that include, but are not limited to Springfield, Chicago, and Washington, D.C. Our team is well positioned to provide robust state and federal representation of the County that will include engage with the legislative and executive branches, along with other pertinent government agencies and entities.

Included in this proposal you will find an overview of our firm; highlights of our qualifications and ability to perform the services; references from current and former clients who MWC has performed these services; a current client list; a listing of existing relationships, notably those most important to the County; project team information and resumes; and a suggested fee proposal.

Office Locations

1 NW Old State Capitol Plaza
#410, Springfield, IL 62701

77 W. Wacker Drive
#4300, Chicago, IL 60601

888 16th Street
Washington, D.C. 20006

Main Contact for MWC

Greg Bales
Senior Vice President
McGuireWoods Consulting LLC
219-201-3923 cell
312-849-8241 office
gbales@mwcllc.com
77 W. Wacker Drive, #4300
Chicago, IL 60601

MWC Team

Greg Bales would lead MWC's team in engagement with the County of Kane. Greg would be supported by a robust group in both Springfield and Washington – those colleagues are listed in this proposal.

Firm Overview

McGuireWoods Consulting is a leader in developing innovative and strategic ways to serve our clients. Founded in 1998 as a full-service public affairs firm, our consultants provide federal, state and local government relations, national/multistate strategies, infrastructure and economic development, strategic communications and grassroots issue management services. We work in close partnership with our clients, providing seamless and savvy strategies to achieve public affairs objectives and increase federal- and state-level influence.

Unlike many public affairs firms with Washington offices, we have extensive state-level and national practice teams that complement our strong federal group and our professionals work together across all levels of government to optimize results for our clients. We have a broad and diverse array of relationships and contacts with key government officials and agencies, influential former officeholders and staffers, and organizations that impact both public policy and the regulatory process.

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

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

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

How We Can Help You

Federal Government Relations

Founded in 1998, McGuireWoods Consulting LLC, subsidiary of the McGuireWoods law firm, is a full-service public affairs firm offering federal, state, and local government relations, infrastructure and economic development, strategic communications and grassroots mobilization services. Our federal public affairs team has significant experience developing and executing integrated public affairs solutions that yield measurable results for our clients. Members of our team skillfully employ tailored strategies and innovative approaches necessary to shape federal policy on behalf of our clients' business goals. We also monitor and engage the full spectrum of committees and agencies influencing the issue at hand to ensure that we garner bipartisan support. In addition, we proactively identify

where federal action could harm client interests, and then strategically deploy our team to build widespread support for positive initiatives to thwart proposals that jeopardize a sound policy environment. A nationally recognized team of skilled public affairs professionals, we understand the legislative process and leverage our substantive expertise across industries to protect our client's interests every step of the way. Our team offers clients the talents of a deep bench of former federal legislators, chiefs of staff, advisors, and government affairs professionals, who collectively draw upon their Capitol Hill experience and insights to meet our client's business needs.

Since congressionally directed funding – frequently referred to as earmarks – returned in 2021, McGuireWoods Consulting has helped several clients harness federal funding totaling millions of dollars. Successful projects range from program expansions for a higher education institution to significant infrastructure improvements for large county government.

Entities typically must submit funding requests to individual Congressional offices during the January – March timeframe to be considered for the congressionally directed spending process. Each office will have its own unique process and strategy for soliciting, approving, and submitting the Congressional Member's "wish list" of projects.

This is a competitive process, and Congressional offices receive hundreds of requests. Funding requests most likely to succeed are those submitted early, strategically crafted to fit the political and policy landscape, and accentuated through sustained Congressional engagement.

In addition, competitive grant opportunities are being released now from both the Bipartisan Infrastructure Law and Inflation Reduction Act. Members of our team have helped clients align Congressional support behind competitive grant opportunities available through these pieces of legislation.

Our team has also worked with local government clients to identify federal financing through loans and loan guarantees. In many cases, local government entities can receive sub-allocations from state governments. With offices in Washington, D.C., and across the country, our team is uniquely positioned to assist entities with securing such allocations.

Public Entities: Securing Federal Funds for 2023 and Beyond Starts Now

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

1. Congressionally Directed Spending is Here to Stay in Congress

In 2021, Congressional leaders announced the return of congressionally directed spending, or earmarks, after a decade-long moratorium. Consequentially, a diverse set of public entities were

granted license to petition individual lawmakers for government funding, in amounts ranging from tens of thousands of dollars to as high as the tens of millions. The incoming House Republican majority recently announced that they would continue the congressionally directed spending program, though process and approval may differ for the 118th Congress.

Examples of Entities Receiving Congressionally Directed Spending in 2022

- County Commissions
- Hospitals
- Local Transportation Departments
- City Governments
- Housing Authorities
- Community Colleges
- Fire, EMS Departments
- Aquariums
- Sheriffs' Offices
- School Districts
- Community Centers
- Rehabilitation Centers
- Landscape Restoration Projects
- State Universities
- Health Centers
- Family Services Providers

2. Bipartisan Infrastructure Law (BIL)

In November 2021, President Biden signed the Infrastructure Investment and Jobs Act (P.L. 117-58), formally enacting the Bipartisan Infrastructure Law (BIL). The BIL provides \$973 billion over five years from Fiscal Year (FY) 2022 through FY 2026, including \$550 billion in new investments for all modes of transportation, water, power and energy, environmental remediation, public lands, broadband and resilience.

3. Inflation Reduction Act (IRA)

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

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

- \$1 billion for improving energy efficiency, water efficiency, or climate resilience of affordable housing. Public housing authorities can participate.

Relevant State of Illinois Experience

We either represent, or have represented: units of local governments; a state agency; institutions of higher education; multiple energy and alternative energy concerns; Fortune 500 companies; groups seeking tax credits, grants and state appropriations; economic development; a variety of vendors seeking to provide services to the State of Illinois, the City of Chicago and Cook County; trade associations; gaming entities; good government associations; the National Football League; aviation industries; telecommunications providers; health insurance and healthcare providers; and financial institutions.

Some specific client successes include (i) changing an unsound tax policy, thereby reducing a client's tax liability by more than \$80 million annually, (ii) obtaining unanimous support in the Illinois Senate and House of Representatives for a tax credit to encourage restoration and preservation of historic structures in a specific municipality, (iii) assisting a client in becoming a private manager for the Illinois Lottery, (iv) organizing a grassroots and lobbying campaign to protect and restore college student grant funding in the state budget, (v) passing a tax incentive that encourages businesses to locate or expand operations in Illinois, (vi) persuading legislators to amend a bill and issue a client a license to operate an internet casino, (vii) passing legislation to reform and restructure Medicaid, (viii) passing legislation establishing criteria for property and sales tax exemptions for non-profit hospitals in an effort to bring clarity to an issue that was ambiguous, and (ix) persuading legislators to ban the sale of flavor tobacco wraps that were being marketed to children.

These successes are because the consultants at MWC have been trusted advisors to key legislators and constitutional officers under many administrations and have a vast network of bipartisan relationships in the executive and legislative branches. While relationships are important, the consultants at MWC also possess institutional knowledge and an understanding of the political realities that are at play in Illinois.

McGuireWoods Consulting's bipartisan team in Illinois is well-positioned to represent clients before the executive and legislative branches, local government across the state, in congress and federal agencies, and able to deliver direct lobbying services as well as grassroots and communications services that are part of a comprehensive public affairs strategy.

References

MWC has offices across the country, and most important for Kane County are our teams in Springfield, IL and Washington, D.C. Our Illinois team has had major successes in Springfield over the years, as had our federal team in Washington.

Town of Normal, Illinois

MWC has successfully stopped legislation that would have shortened the timeline for tax increment financing districts from 23 years to 10 years – legislation that would have also added additional factors to the determination of a “blighted area” in current law.

1. Address – 11 Uptown Circle P.O. Box 589 Normal, IL 61761
2. Telephone – (309) 454-9505
3. Contact Person – Brian Day
4. Date of Project – 5/06/2021
5. Email – bday@normalil.gov

Fulton County, Georgia

MWC provides federal relations services for Fulton County, GA, where we serve as their liaison to the federal delegation for, among things, funding opportunities. MWC helped secure \$4 million in congressionally directed spending for new pumping station.

1. Address – 141 Pryor Street SW, Atlanta, GA 30303
2. Telephone – (404) 713-5990
3. Contact Person – Jessica Corbitt-Dominguez
4. Date of Project – January 2022 - Ongoing
5. Email – Jessica.corbitt@fultoncountyga.gov

Forsyth County, Georgia

MWC was retained to successfully facilitate the usage of American Rescue Plan Act funds for a \$30 million behavioral health center which came about from interfacing with the U.S. Department of Treasury and the Georgia Congressional delegation.

1. Address – 110 E Main Street, Cumming, GA 30040
2. Telephone – (770) 781-2101
3. Contact Person – Cindy Henderson
4. Date of Project – July 2021 – December 2022
5. Email – cghenderson@forsythco.com

These are just some of the clients MWC has served, and does not include the millions of dollars in earmarks and federal funding that Greg Bales oversaw during his tenure with U.S. Senator Dick Durbin and former U.S. Representative Debbie Halvorson.

Current Client List

See page 14 of document for complete Illinois client list.

How We Can Help You

A successful lobbyist will possess two key qualities: relationships that matter and knowledge of the issue. MWC possess both. There was significant turnover in the recent election, resulting in a historic number of new Illinois legislators (7 new Senators and 21 new Representatives) as well as four new members of the Illinois congressional delegation. Our bipartisan team has forged relationships with most of these new members from their days on the campaign trail instead of waiting until after the election like most lobbyists.

MWC's relationships throughout Washington and Springfield are vast, but specific and local to Kane County our team has close ties to the following: Congressional Representatives Casten, Krishnamoorthi, Foster, and Underwood; State Representatives Moeller, Hirschauer, Hernandez, McLaughlin, Ugaste, Ness, Keicher, Hanson, and Kifowit; State Senators Castro, Villa, McConchie, DeWitte, Syverson, Rezin, and Holmes. Additionally, some of our team have relationships with local leaders in the county such as Chair Pierog, Sheriff Hain, and Board Members Berman, Bates, and Gumz.

On top of connections to legislators and congressmembers, our team works with federal agency staff as well as state agency directors and their teams. This includes, but is not limited to (and frequently is most relevant to local governments): US Dept. of Transportation, IL Dept. of Transportation, US Environmental Protection Agency, IL Environmental Protection Agency, US Housing and Urban Development, IL Housing Development Authority, IL Dept. of Commerce and Economic Opportunity, IL Dept. of Natural Resources, and US Army Corps of Engineers.

Our Team



Gregory Bales, Senior Vice President

+1 312 849 8241 | gbales@mwccllc.com

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.



Elias D. Mossos, Senior Vice President

+1 312 849 8260 | emossos@mwcllc.com

Louie Mossos first joined McGuireWoods Consulting and McGuireWoods LLP in December 2011 as a vice president of State Government Relations. Prior to joining the firm, he served as senior legal counsel for the Illinois Senate President, as well as deputy counsel to the Illinois Speaker of the House. In 2015, Louie returned to the Illinois Senate as senior adviser to the Senate President, where he served for 2 years to assist with the many problems facing the State, including the threatened closure of three nuclear power plants and an unprecedented fiscal crisis.

Louie has counseled the Senate President, Speaker of the House and ranking legislators on a variety of legislative and political matters, including legislation implementing an electric smart grid, providing incentives for developers of renewable energy facilities and clean-coal power plants, and expanding casino and video gaming operations. Additionally, he drafted numerous reform measures aimed at enhancing transparency in government, including open access to public records and improvements to the state's procurement process. Louie was a primary author of the updated Illinois Freedom of Information Act and also served as the Illinois Senate's Freedom of Information Act officer. He helped draft the first ever IICLE publication on FOIA and is a frequent lecturer on the topic.

Prior to joining the Illinois Senate, he served as an assistant attorney general for Illinois Attorney General where he handled litigation matters involving energy, gas, water, and telecommunications. Louie has represented public officials in election cases at the state, county, and municipal levels and has represented elected officials in federal proceedings as a special assistant attorney general.



Thomas F. Londrigan Jr., Director and Senior Vice President

+1 217 638 7031 | tlondrigan@mcguirewoods.com

Tom has been with McGuireWoods since 2005 and works out of both the Chicago and Springfield Office. He has represented clients before both the General Assembly and the Governor's Administration.

Tom opened the Illinois McGuireWoods Consulting Office in 2005 and it has grown to be one of the largest government affairs firms in the state with capabilities to serve clients in the State Capitol and before the Governors' Administration as well as the City of Chicago and Cook County.

Tom has been successful in passing legislation to enhance tax incentives for multiple industries. He has worked on behalf of the health insurance industry in shaping healthcare policy as well as on behalf of a variety of healthcare providers and hospitals. In addition, Tom has worked for a variety of alternative energy projects including wind power, coal mining operations, coal gasification and sequestration.

As part of his procurement practice, Tom has assisted many vendors and potential vendors of Illinois government agencies in navigating the complex procurement rules and regulations, the variety of ethics requirements and restrictions, and the State's procurement protest procedures.

Former acting general counsel to the Office of the Governor, Tom was responsible for managing several hundred administration attorneys and outside counsel in addressing legal issues presented before the state. In addition to his legal duties, he was the Governor's policy lead on telecommunications, electric deregulation, and prescription drugs. Prior to that, Tom was the Governor's legislative legal counsel. In that capacity, he reviewed all legislation passed by the General Assembly for the Governor's signature and penned the veto messages on behalf of the Office of Governor.

Tom managed his own civil litigation firm for seven years, worked for U.S. Sen. Richard J. Durbin when Senator Durbin was a member of the House of Representatives, and served as legal counsel to the Illinois Senate. In 1996, Tom was a candidate for the Illinois State Senate in the 50th District.



Kent Gaffney, Senior Vice President

+1 312 750 3586 | kgaffney@mwcllc.com

Kent joined McGuireWoods Consulting in January 2013 and serves as a senior vice president of State Government Relations. His primary areas of service include assisting clients with legislative, appropriations and regulatory needs.

Prior to joining MWC, he served as the 52nd District State Representative in the House of Representatives of the Illinois General Assembly. In that capacity, Kent served on the Revenue & Finance, Insurance, Armed Forces and Military Affairs, Small Business Empowerment & Workforce, and General Services Appropriations committees.

Before becoming a legislator, he was the director of appropriations for the Illinois House Republican Caucus from 2001-2011. Kent has also served as the deputy director of appropriations and as a Research Analyst for utility and healthcare committees.

Kent was also chosen to be a member of the inaugural class of the Edgar Fellows Program.



James E. Sherwood, Senior Vice President

+1 312 849 8212 | jsherwood@mcguirewoods.com

James Sherwood is a senior vice president with McGuireWoods Consulting, and counsel with McGuireWoods LLP. Prior to joining the firm, he served as deputy legal counsel and ethics officer for Illinois House Republican Leader Jim Durkin. James assists clients on a range of issues, including data privacy and security, worker classification and the gig economy, electrification of the transportation sector and the affordable housing crisis. He also counsels clients on various tax incentive programs. Most recently, he assisted an international data center client in obtaining a tax incentive for data centers located in Illinois.

As deputy legal counsel, James advised the Republican House Leader and ranking legislators on a variety of matters, including legislation that overhauled the state's energy policies, transitioned Illinois to a statewide 9-1-1 system and dealt with the increase in heroin and opiate abuse. In his role as ethics officer, James ensured the House Republican caucus was apprised of their duties under Illinois ethics laws and regulations, and advised members to ensure compliance therewith.

James also serves as a board member on the Public Policy Committee for the Illinois Chapter of the Alzheimer's Association.



Arielle Maffei, Vice President

+1 312 750 3547 | amaffei@mwccllc.com

Arielle Maffei joined McGuireWoods Consulting as a vice president of state government relations in January 2021. In this role, Arielle provides clients with direct advocacy at the state and city levels.

Arielle began her political career as a White House scheduling and advance intern under President Obama. From there, she went on to work at the Clinton Foundation where she worked directly with President Clinton, senior staff, and the board of directors to advance the mission of the Foundation. After five years at the Foundation, Arielle transitioned to events manager in the President's Office at Johns Hopkins University in Baltimore prior to moving to Chicago in 2017.

For three years she was the in-house government affairs associate for Simmons Hanly Conroy, a nationally-recognized law firm that represents families affected by mesothelioma and asbestos-related cancers. Most recently, Arielle served as vice president of Alexander, Borovicka, & O'Shea Government Solutions where she supported multiple client accounts. In this role she worked within several industries, including cannabis, where she supported clients beginning with the Illinois medical program and then recreational use, which became legal in the state January 2020. More generally, she used her experience and knowledge of the political landscape to provide clients with recommendations and guidance on legislative issues.

Arielle is the current president of the Young Democrats of Illinois and serves on the board of Planned Parenthood of Illinois and the Chicago Scholars' associate board. She represented Illinois as an at-

large delegate at the 2020 National Democratic Convention and is a member of the Illinois Women's Institute of Leadership (IWIL) Class of 2020.

She is the proud daughter of her Cuban immigrant mother and Italian father, a graduate of Vanderbilt University, and has a master's degree in public policy and administration from Northwestern University.



Henry F. Mohn, Research Associate

+1 312 849 3043 | hmohn@mwcllc.com

Henry Mohn joined McGuireWoods Consulting in March 2021 as research associate in the firm's Illinois government relations team. In this role, he supports the team and clients with legislative and administrative rule tracking, media monitoring, procurement, budget analysis, and a variety of other research projects.

He has worked with clients in a full spectrum of industry sectors: energy, finance, public utilities, tech, healthcare, gaming, electric vehicles, higher education, K-12 education, elections, affordable housing, cannabis, municipal, economic development, and gig economy. Through weekly legislative updates, monthly state budget and revenue reports, and end of session reports, he keeps clients informed about key issues in the Illinois General Assembly. He also assists with matters at the municipal level in Chicago.

Henry advises a bond insurance client on matters regarding Illinois' budget, revenues, employment, bill backlog, pension debt, and Unemployment Insurance Trust Fund debt in the midst of the COVID-19 pandemic. He also assisted energy and electric vehicle clients through the 2021 Climate and Equitable Jobs Act (CEJA) and Reimagining Electric Vehicles (REV) in Illinois Act negotiations by tracking and analyzing new amendments and providing insight on stakeholder debate. Additionally, he works with a college access non-profit in Chicago to build relationships with Illinois civic leaders and plan civic engagement events.

Prior to joining McGuireWoods Consulting, Henry worked at a federal government relations firm, where he managed the annual National Defense Authorization Act (NDAA) and appropriations process and covered hearings for clients in the defense, foreign affairs, homeland security, and appropriations practice. Henry also served as political director and deputy field director for Illinois State Senator Meg Loughran Cappel's 2020 election campaign. In this role, he managed the campaign field team and worked with volunteers, labor organizations, local Democratic Party groups, and precinct committee members to build grassroots support and plan campaign events.

Henry graduated cum laude from Northwestern University with a bachelor's degree in political science, international studies, and geography.



Mona Mohib, Senior Vice President
202-857-2912 | mmohib@mwcllc.com

Mona is a senior vice president in the Federal Public Affairs group at McGuireWoods Consulting (MWC) where she advises clients on a variety of issues and helps strategize their engagement with the U.S. Congress and the Biden Administration. Mona has been recognized by The Hill as one of the top lobbyists of 2018, 2019, 2020 and 2021. She is also a member of the firm's national practice where she serves as a primary liaison with Democratic state and local elected officials across the country. She also is co-chair of the MWC Pro Bono Committee and is a member of the McGuireWoods LLP Diversity and Inclusion Committee.

Prior to McGuireWoods Consulting, Mona was the director of policy and communications at the Democratic Governors Association. She also served in the Clinton/Gore Administration where she was associate director for the Office of Intergovernmental Affairs at the White House and was director of the Office of Intergovernmental Affairs at the U.S. Department of Labor under Secretary Alexis Herman.

Mona has more than 20 years of campaign and political experience. She has been involved in five presidential campaigns. She has also served as an advisor to Pennsylvania Governor Edward G. Rendell's re-election campaign and as Policy Director to Dan Malloy's first campaign for Governor of Connecticut. She also was political director for former Vice President Al Gore's political action committee Leadership '02. There she developed political strategies for the former vice president to support Democratic candidates nationally.

Mona is on the Executive Board of the Asian American Action Fund, a political organization dedicated to empowering Asian Americans and Pacific Islanders across the United States. She was also a member of the Democratic National Committee for eight years during which time she was Vice-Chair of the Asian American and Pacific Islander Caucus. She continues to serve as a surrogate speaker on behalf of the party.

Pricing and Terms (Fee Proposal)

MWC will assist Kane County in lobbying the United States Congress and pertinent federal executive branch agencies, as well as the Illinois General Assembly and state agencies.

To effectively represent Kane County, McGuireWoods Consulting suggests a flat rate per month of \$10,000 for both state and federal government relation service.

This fee will cover all MWC's expenses, and no additional reimbursement will be sought for operational expenses, travel to/from the U.S. Capitol and state capitol, transportation, food, *per diem*, etc. No additional expenses will be billed to Kane County without the company's express consent prior to such expenses being incurred.

Client List

TPE Development, LLC

1. Address – 3720 S Dahlia Street Denver, CO 80237
2. Telephone – (781) 325-2884
3. Contact Person – Michelle Carpenter
4. Date of Project – 12/13/2022
5. Email – mcarpenter@tpoint-e.com

Raytheon Technologies Corporation

6. Address – 1000 Wilson Blvd Arlington, VA 22209
7. Telephone – (415) 389-6800
8. Contact Person – Elli Abdoli
9. Date of Project – 12/02/2022
10. Email – eabdoli@nmgovlaw.com

OPUS Group AB

1. Address – 7 Kripes Road East Granby, CT 06026
2. Telephone – (520) 906-1784
3. Contact Person – William Dell
4. Date of Project – 10/26/2022
5. Email – bill.dell@opusinspection.com

Byte

1. Address – 1556 20th Street, Ste. A Santa Monica, CA 90404
2. Telephone – (424) 292-6891
3. Contact Person – Shirley Kim
4. Date of Project – 3/23/2022
5. Email – shirley.kim@byte.me.com

Starship Technologies

1. Address – 535 Mission Street San Francisco CA 94105
2. Telephone – (209) 619-5425
3. Contact Person – Aileen Zhong
4. Date of Project – 9/29/2021
5. Email - aileen.zhong@starship.co

Trane Technologies

1. Address – 800 Beaty Street Building E Davidson, NC 28036
2. Telephone – (704) 655-4187
3. Contact Person – Craig Matthew Rushing
4. Date of Project – 8/24/2021
5. Email - Craig.Rushing@tranetechnologies.com

Second City Wind, LLC

1. Address – 633 West Fifth Street Suite 2700 Los Angeles, CA 90071
2. Telephone – (917) 838-1591
3. Contact Person – Chris Wissemann
4. Date of Project – 5/12/2021
5. Email – cwissemann@dowind.com

Town of Normal, Illinois

1. Address – 11 Uptown Circle P.O. Box 589 Normal, IL 61761
2. Telephone – (309) 454-9505
3. Contact Person – Brian Day
4. Date of Project – 5/06/2021
5. Email – bday@normalil.gov

Phantom Fireworks

1. Address – 2445 Belmont Ave Youngstown, OH 44505
2. Telephone – (330) 746-1064
3. Contact Person – Danial Peart
4. Date of Project – 1/19/2021
5. Email – dpeart@fireworks.com

TaskRabbit

1. Address – 425 2nd Street 2nd Floor San Francisco, CA 94107
2. Telephone – (713) 922-6541
3. Contact Person – Courtney Catharine Gillespie
4. Date of Project – 3/13/2020
5. Email - courtneyg@taskrabbit.com

Tricoci University

1. Address – 6625 N Avondale Ave Chicago, IL 60631
2. Telephone – (612) 805-9711
3. Contact Person – Nate Swanson
4. Date of Project - 3/09/2020
5. Email - nswanson@tricociuniversity.edu

ChargePoint, Inc.

1. Address – 254 E. Hacienda Ave Campbell, CA 95008
2. Telephone – (408) 851-4500
3. Contact Person – Anne Smart
4. Date of Project – 1/23/2020
5. Email - anne.smart@chargepoint.com

National Safety Council

1. Address – 1121 Spring Lake Drive Itasca, IL 60143
2. Telephone – (804) 370-7221
3. Contact Person – Michelle Gajda
4. Date of Project – 1/16/2020
5. Email - michelle.gajda@nsc.org

Illinois Manufactured Housing Association (IMHA)

1. Address – P.O. Box 2008 Springfield, IL 62705
2. Telephone – (217) 801-5900
3. Contact Person – Frank Bowman
4. Date of Project – 10/16/2019
5. Email - fbowman@imha.org

Fair Assessment Information Resources Committee FAIRCOM

1. Address – 550 S. Carbon Hill Rd Coal City, IL 60416
2. Telephone – (815) 634-2287 Ext. 2107
3. Contact Person – Jason Smith
4. Date of Project – 10/16/2019

Illinois Hearing Society (IHS)

1. Address – 1 N. Old State Capitol Plaza Suite 410 Springfield, IL 62701
2. Telephone – (217) 527-1279
3. Contact Person – Henry Mohn
4. Date of Project – 10/15/2019
5. Email - hmohn@mwellc.com

Retired State Employees Association (RSEA)

1. Address – P.O. Box 1974 Springfield, IL 62705
2. Telephone – (217) 546-5325
3. Contact Person – Raymond Bruce Strom
4. Date of Project – 10/15/2019
5. Email – retire@rsea4u.org

Illinois Economic Development Association (IEDA)

1. Address – 1 N. Old State Capitol Plaza Suite 410 Springfield, IL 62701
2. Telephone – (217) 527-1279
3. Contact Person – Beth Martin
4. Date of Project – 10/15/2019
5. Email - beth@ileda.org

Gift of Hope Organ & Tissue Donor Network

1. Address – 425 Spring Lake Drive Itasca, IL 60143
2. Telephone – (630) 758-2600 Ext. 2611
3. Contact Person – Ross Raspopovich
4. Date of Project – 10/01/2019
5. Email – info@giftofhope.org

Entertainment Software Association

1. Address – 601 Massachusetts Ave, NW Suite 300 West Washington, DC 20001
2. Telephone – (202) 223-2400
3. Contact Person – Tara Ryan
4. Date of Project – 10/01/2019
5. Email - TRyan@theesa.com

1-800 Contacts

1. Address – 261 West Data Drive Draper, UT 84020
2. Telephone – (415) 903-2800
3. Contact Person – Allison Fleming
4. Date of Project – 1/07/2019
5. Email - afleming@1800contacts.com

Salesforce

1. Address – 28 Liberty Ship Way, Suite 2815 Sausalito, CA 94965
2. Telephone – (415) 903-2800
3. Contact Person – Katie Meares
4. Date of Project – 12/14/2018
5. Email – kmeares@salesforce.com

Vistra Energy Corp.

5. Address – 6555 Sierra Drive Irving, TX 75039
6. Telephone – (217) 519-4762
7. Contact Person – Jeff Ferry
8. Date of Project – 7/18/2018
9. Email – Jeffery.Ferry@vistracorp.com

Illinois Interactive LLC

1. Address (Remote) – C/O 1230 N State Parkway 20B Chicago, IL 60610
2. Telephone – (804) 347-5969
3. Contact Person – Deanna Cook
4. Date of Project – 5/30/2018
5. Email - deanna.cook@egov.com

Maximus Inc

1. Address – 1600 Tysons Blvd Suite 1400 McLean, VA 22102
2. Telephone – (703) 251-8500 Ext. 11528
3. Contact Person – Pam Corbett
4. Date of Project – 11/06/2017
5. Email – pamcorbett@maximus.com

Midwest Gaming & Entertainment, LLC

1. Address – 900 N. Michigan Ave Suite 1600 Chicago, IL 60611
2. Telephone – (312) 806-0636
3. Contact Person – Michael Houlihan
4. Date of Project – 3/17/2017
5. Email – mike@drexwood.com

National Association of Energy Service Companies

1. Address – 1667 K Street NW Suite 700 Washington, DC 20006
2. Telephone – (202) 680-9939
3. Contact Person – Natasha Shah
4. Date of Project – 1/24/2017
5. Email - natasha.shah@naesco.org

WEC Energy Group

1. Address – 200 East Randolph Street Chicago, IL 60601
2. Telephone – (312) 240-3750
3. Contact Person – Deshana Forney
4. Date of Project – 3/11/2016
5. Email - dlforney@integrysgroup.com

SCOPE OF SERVICES

The Contractor will be engaged to represent the County and work in coordination with the Kane County Board through and by the Legislative Committee.

Specifically, the Contractors services shall include:

Proactive Legislation

Work with County to identify and prepare potential proactive legislation;

Proactive Legislation is defined as legislation that is initiated by the County.

Assist in developing a strategy to pass the proactive legislation including, but not limited to, meeting with other organizations to provide grassroots support;

Meet with groups that may oppose proactive legislation to potentially address their concerns while preserving intent and effect of legislation;

Assist in drafting proactive legislation;

Assist in securing authors, co-authors, sponsors and co-sponsors of the proactive legislation;

Work to advance the Counties legislation early in the session and attempt to address the oppositions concerns to avoid legislative battles

Proactively promote County positions on policy matters to elected officials, their staffs, and other decision makers through personal contact, written testimony, or testimony;

Brief the legislative leaders on the importance of the proactive legislation;

Identify witnesses and prepare strategies for committee hearings;

If requested, assist in preparing a bill analysis on proactive legislation; Work with Legislative Committee in support of the Counties position and coordinate all aspects of the legislative strategy;

Pursue all necessary steps to obtain final enactment into law of proactive legislation; and

Other services as required by the County;

Adverse Legislation

Assist the County through the Legislative Committee in tracking adverse legislation throughout the legislative process;

Negotiate with opposition groups during the legislative session to prevent adverse legislation or, if the former is not achievable, mitigate effects of adverse legislation;

Prepare a strategy to defeat any adverse legislation and implement a legislative strategy involving floor leaders, witnesses, and leadership opposition to the adverse legislation,

Brief the legislators and staff regarding the impact of negative legislation and develop and implement a strategy to obtain the appropriate action by the Illinois General Assembly and the US Congress.

Other services as required by the County of Kane

Filed Legislation

In consultation with the County, monitor filed legislation to identify bills which may be adverse to the County;

Consult with the Legislative committee and other appropriate individuals to develop a strategy to defeat unanticipated adverse legislation filed during the legislative session;

Assist in identifying damaging amendments that may be offered and in developing a strategy to defeat hostile floor amendments in the House or the Senate in Illinois and the US Congress.

Help prepare all witnesses for committee testimony.

Brief legislative committee members in advance of any legislation being considered, especially if there may be conflicting legislative matters with in the County.

Address the concerns of the members of the appropriate committees, in advance of committee hearings, regarding any legislation or amendments they propose or intend to propose;

Organize floor action and help develop grassroots support for the delegation members on all proactive legislation; and

When all bills pass both houses, work with the Legislative Leaders and staff to secure the signature or veto.

General Services

Build on its working relations with members of the County and work with County Board members to develop a system of personal contacts and grassroots support during critical times during the legislative process;

Coordinate with representatives of other cities on mutually beneficial legislative issues;

Be active in the appropriations process on behalf of the County;

Conduct legislative negotiations, on the Counties behalf, based on the Counties instructions;

Represent the City at events in Illinois and Washington as requested;

Assist the County in handling regulatory matters that arise in governing agencies and further develop relationships with these agencies;

Represent the County and its interests in the formulation of interim studies on county issues of interests;

Perform other governmental relations activities as requested by the County;

Maintain a written bill-tracking system to monitor all proactive and negative legislation during the legislative session; and

Assist the County in any matters of interest that arise during Special Sessions.

QUALIFICATIONS RESPONSE FORM
For
Lobbyist Services

RFQ Due Date & Time: February 15, 2023 at 2:00 p.m.

To: <https://www.bidnetdirect.com/illinois/kanecounty>
County of Kane
Purchasing Department, Bldg., A, Room 211, 212, 214
719 S. Batavia Ave., Geneva, IL 60134


The Offeror shall return RFQ with all documents, as well as literature, samples, etc. as required within the specifications.

The undersigned Offeror, having examined the specifications and any other related documents, hereby agrees to provide Lobbyist Services per specification and to perform other work stipulated in, required by and in accordance with the qualification's documents attached for and in consideration of the Offerors prices.

The terms and conditions of the Kane County codes for competitive selection procedure applied to this (RFQ), but can be mutually negotiated at time of contract execution.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of following addendum(s): 1; _____; _____.

By signing this response form, the firm hereby certifies that they are not barred from submitting on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this SQPD will be based upon the funding available to Kane County. The terms of the SQPD and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the SQPD and the response, the terms of the SQPD and the response shall govern. Every element or item of the SQPD and the response shall be deemed a material and severable item or element of the contract. This is a one (1) year contract with option to extend for four (4) additional one-year renewal periods, if mutually agreed upon by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFQ.**

Signature 

Typed Signature Greg Bales

Company McGuireWoods Consulting LLC

Address 77 W Wacker Dr, Suite 4300, Chicago, IL 60601

Phone # 312-849-8241 Fax # _____ E-mail gbales@mwcllc.com

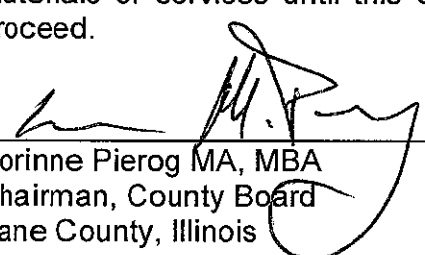
Federal I.D./Social Security # 54-0505857 Date 2/13/2023

ACCEPTANCE

The Offer is hereby accepted for Lobbyist Services.

The Contractor is bound to provide the materials and services listed in the attached agreement and based upon the Request for Proposal, including all terms, conditions, specification and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 23-004. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.


Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

7/19/23
Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input checked="" type="checkbox"/> N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

February 14, 2023

Should the County of Kane accept McGuireWoods Consulting LLC's (MWC) proposal for lobbying services, MWC would request the following provisions be included in the contract. We would suggest these provisions be included as Sections 4.1 and 4.2 in Appendix A, the Contract for Professional Services:

No Attorney-Client Relationship Established: The Consultant 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 the Consultant's clients, but the Consultant 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 the County. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege unless the County hires the law firm to provide legal services. This agreement does not affect the attorney-client relationship, or the privileged nature of any communications, between the County and the McGuireWoods law firm pursuant to a separate engagement for legal services, whether established before or after the date of this agreement. If the County desires legal services, the County may enter into a separate engagement with the McGuireWoods law firm; it is not necessary for the County to engage the McGuireWoods law firm in order to obtain the Consultant's services, or vice versa.

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

McGuireWoods Consulting LLC
77 West Wacker Drive
Suite 4100
Chicago, IL 60601
Phone: 312.849.8100
Fax: 312.849.3690
www.mwcllc.com

McGUIREWOODS
CONSULTING
Public Affairs Solutions

CONTRACTOR DISCLOSURE

As of February 14, 2023, **McGuireWoods Consulting LLC**, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

McGuireWoods Consulting is a wholly owned subsidiary of the law firm McGuireWoods LLP:

McGuireWoods LLP
800 E Canal Street
Richmond, VA 23219

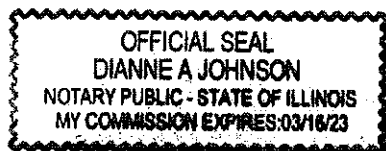
GREG BALES Greg Bales
Officer

2/14/23
Date

SENIOR VICE PRESIDENT
Title

Subscribed and Sworn this 14th day of February, 2023.

Dianne A. Johnson
Notary Public



McGUIREWOODS
CONSULTING
Public Affairs Solutions

FAMILIAL RELATIONSHIP DISCLOSURE

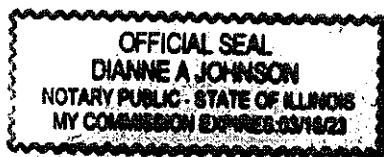
As of February 14, 2023, McGuireWoods Consulting LLC, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

GREG BALES [Signature] 2/14/23
Officer Date
SENIOR VICE PRESIDENT
Title

Subscribed and Sworn this 14th day of February, 2023.

[Signature]
Notary Public



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 4777 Sharon Rd., 4th Floor Charlotte, NC 28210 704 954-3000	CONTACT NAME: NC Certificate Team	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: nccertificateteam@mcgriff.com	
INSURED McGuireWoods LLP and its Subsidiaries Gateway Plaza 800 East Canal St Richmond, VA 23219	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Northern Insurance Company	NAIC # 20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Chubb Indemnity Insurance Company	12777
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		36032542	08/01/2022	08/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		73599071	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		78180223	08/01/2022	08/01/2023	EACH OCCURRENCE \$50,000,000 AGGREGATE \$50,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	2271745111	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: 23-004- Lobbyist Services

County of Kane is Additional Insured on the General Liability and Auto Liability if required by written/executed contract before a loss on a primary and non-contributory basis, including ongoing and completed operations. Waiver of Subrogation applies to the General Liability, Auto Liability and Workers (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

County of Kane 719 S Batavia Avenue, Bldg A Geneva, IL 60134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Karen Anne Benore</i>

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DESCRIPTIONS (Continued from Page 1)

Compensation if required by contract and where permitted by law. Umbrella follows over the General Liability, Auto Liability and Employers Liability. Thirty (30) day notice of cancellation, except for 10 days non-payment of premium, applies on the General Liability, Auto Liability, and Workers Compensation policies if required by contract.

Liability Insurance

Schedule of Forms

Policy Period AUGUST 1, 2022 TO AUGUST 1, 2023
Effective Date AUGUST 1, 2022
Policy Number 3603-25-42 ATL
Insured MCGUIREWOODS LLP

Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued AUGUST 15, 2022

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-2322	4-94	DEFENSE OUTSIDE LIMITS	08/01/22	08/15/22
80-02-6541	3-05	CONDITION - PREMIUM AUDIT	08/01/22	08/15/22
80-02-8269	3-09	COVERAGE TERRITORY, SCHEDULED	08/01/22	08/15/22
80-02-8531	1-16	EXCL - ACCESS/DISCLOSE CONFID. PERSONAL INFO.	08/01/22	08/15/22
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	08/01/22	08/15/22
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	08/01/22	08/15/22
80-02-0010	4-94	LIABILITY DECLARATIONS	08/01/22	08/15/22
80-02-0431	7-18	VA MAND-YOUR RIGHT TO CLAIM INFO	08/01/22	08/15/22
80-02-2000	4-01	GENERAL LIABILITY	08/01/22	08/15/22
80-02-2062	11-98	EMPLOYEE BENEFITS ERRORS OR OMISSIONS	08/01/22	08/15/22
80-02-2324	11-06	NON-ACCUMULATION OF LIMITS OF INSURANCE	08/01/22	08/15/22
80-02-2423	8-18	EXCL-LF-INS OR AFFILIATS/LGL OR OTH PROF SVCS	08/01/22	08/15/22
80-02-2653	7-09	PRIMARY NONCONTRIBUTORY-SCHEDULE PERS OR ORG	08/01/22	08/15/22
80-02-2668	8-01	EXCL. BIOLOGICAL AGENTS, TOTAL	08/01/22	08/15/22
80-02-2843	8-98	VIRGINIA MANDATORY (EBL)	08/01/22	08/15/22
80-02-6403	1-15	CAP ON CERTIFIED TERRORISM LOSSES	08/01/22	08/15/22
80-02-6528	1-13	EXCL-INFO LAWS INCL UNAUTH OR UNSOLICIT COMMUN	08/01/22	08/15/22
80-02-6554	3-17	PER LOC/PROJECT LIMITS WITH COMB TOTAL AGGREG	08/01/22	08/15/22
80-02-6839	3-03	VA MAND-SUBSDRY OR NWLY ACQ OR FORMD ORGANIZA	08/01/22	08/15/22
80-02-6860	3-04	VA MAND-INVESTIGATION, DEFENSE AND SETTLEMENT	08/01/22	08/15/22
80-02-8201	9-06	DEDUCTIBLES	08/01/22	08/15/22
80-02-8248	2-08	DEFINITIONS-PI INCL PRODUCT DISPARAGEMENT	08/01/22	08/15/22
80-02-8290	5-10	EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS	08/01/22	08/15/22
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	08/01/22	08/15/22
80-02-8425	1-14	EXCL-ALCOHOLIC BEVERAGE TYPE BUSINESSES	08/01/22	08/15/22
80-02-8559	3-17	EXCL-ACCESS/DISCLOSE CONFID. PERS INFO.-AI/PI	08/01/22	08/15/22
80-02-8635	11-17	COV-PROD WITHDRWL EXP & CRISIS ASSISTANCE EXP	08/01/22	08/15/22
80-02-8636	11-17	WAR - EXCLUSION	08/01/22	08/15/22
80-02-8739	10-12	VA MANDATORY - EXTENDED REPORTING PERIODS	08/01/22	08/15/22
80-10-9209	7-18	VA MAND - IMPORTANT NOTICE	08/01/22	08/15/22

last page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MCGUIREWOODS LLP

Endorsement Effective Date: 08/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
"BLANKET AS PER REQUIRED BY WRITTEN CONTRACT"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "Other Insurance" of Item B. – "General Conditions" under Section IV – "Business Auto Conditions":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

Endorsement

Policy Period AUGUST 1, 2022 TO AUGUST 1, 2023

Effective Date AUGUST 1, 2022

Policy Number 3603-25-42 ATL

Insured MCGUIREWOODS LLP

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued AUGUST 15, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY ORGANIZATION WHERE YOU ARE REQUIRED PURSUANT TO A
WRITTEN CONTRACT OR AGREEMENT TO WAIVE RIGHTS OF SUBROGATION
AGAINST SUCH PERSON OR ORGANIZATION.
TRANSAMERICA REALTY PROPERTIES LLC
AEGON USA REALTY ADVISORS LLC,
AN IOWA LIMITED LIABILITY COMPANY, AND
CUSHMAN & WAKEFIELD OF CALIFORNIA INC.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **08-01-22** Policy No. **71745111**

Insured **MCGUIREWOODS, LLP**

Endorsement No.

Premium \$ **Incl.**

Insurance Company **Chubb Indemnity Insurance Company**

Countersigned By _____