

CONTRACT NO. 20-059 FOR PROFESSIONAL LEGISLATIVE SERVICES

THIS CONTRACT is made and entered into by and between the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY (hereinafter the "District") and GOVERNMENT NAVIGATION GROUP (hereinafter the "Consultant").

WITNESSETH:

WHEREAS, it is sometimes necessary for the District to propose legislation to the Illinois General Assembly on various matters affecting the District and to seek funding for various projects; and

WHEREAS, it is also necessary for the District to be aware of and to monitor all introduced legislation that may impact, either favorably or unfavorably, the District so as to allow the District to take appropriate action to support or oppose the legislation; and

WHEREAS, the District's Board of Commissioners has determined that it is reasonable, necessary and desirable to engage the services of a legislative Consultant to assist the District concerning funding issues and legislation introduced in the Illinois General Assembly; and

WHEREAS, Consultant has agreed to provide the legislative services hereinafter set forth, subject to the terms and conditions contained in this Contract.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. *Incorporation of Preambles.* The recitals set forth above are incorporated herein and made a part hereof.

2. *Scope of Services.* Consultant shall perform the following services:

(a) *District Sponsored Legislation.* Consultant shall assist the District, and such individuals as the Board of Commissioners may designate, in developing bills for introduction in the Illinois General Assembly. When a proposed bill has been developed and approved by the Board of Commissioners, Consultant shall, subject to the approval of the District's President, assist in seeking a sponsor for the bill and in causing the bill to be introduced in the Illinois General Assembly. After the bill has been introduced, Consultant shall inform the District's President and Executive Director to which House or Senate committee the bill was assigned and of any testimony that may be required to be given on behalf of the District. Consultant shall, when necessary, communicate with appropriate members of the General Assembly and solicit support for the legislation. Consultant shall keep the District fully apprised of all developments concerning the legislation, including, but not limited to, any proposed amendments or any action taken by the House or Senate committee or by the General Assembly.

(b) *Other Legislation.* Consultant shall monitor all legislation introduced in the General Assembly and shall notify the District's President, Executive Director or designated individual of each bill which may impact the District. The District will also monitor legislation that has been introduced and inform Consultant on issues and concerns identified by the District. When an issue or concern arises as a result of either Consultant's or the District's monitoring actions, Consultant shall communicate the District's position to all necessary members of the General Assembly on the legislation at issue and ensure that such position is clearly understood. Whenever necessary, Consultant shall seek support from members of the General Assembly consistent with the District's position.

(c) *Action by Governor.* Whenever any District-sponsored legislation or other legislation that will impact the District has been passed by the General Assembly, Consultant shall promptly notify the District of the action taken by the Governor concerning such legislation. If the Governor approves legislation that the Board of Commissioners determines will negatively impact the District, Consultant shall advise the District of possible further action to be taken by the General Assembly in the Fall Veto Session.

(d) *Grants.* Consultant shall assist the District in identifying grant sources and securing grant funds from the various departments and agencies of the State of Illinois to which the District has submitted an application. Without limiting the foregoing, Consultant specifically agrees to assist the District in securing the grant funds associated with the grant applications currently pending before the Illinois Department of Natural Resources or another agency of the State of Illinois and any additional funding request that may be submitted by the District during the term of this Contract.

(e) *Meetings.* Consultant shall, upon the request of the President or Executive Director, attend Commission meetings to report on the status of legislation introduced by or affecting the District.

(f) *Year-End Report.* At the conclusion of the legislative year, Consultant shall provide the District with a summary report identifying legislation and grants worked on, the status of the legislation or grants and recommendations for the next legislative session.

(g) *District Direction.* All discussions and negotiations undertaken by Consultant on behalf of the District with respect to legislative matters shall be subject to the District's direction and approval. Consultant shall not make any representation concerning the District's position on a particular legislative issue without prior approval from the Board of Commissioners, except in emergency situations, in which case Consultant shall take such action as may be directed by the District's President or Executive Director.

3. *Additional Services.* Consultant shall perform only those services specified in paragraph 2. No additional services shall be performed unless prior approval therefor has been obtained from the Board of Commissioners. Payment for additional services shall be as mutually agreed to in writing by the parties.

4. *Other Consultants.* Consultant acknowledges that the right granted under this Contract to represent the District on legislative matters is not exclusive and that the Board of Commissioners reserves the right to retain other legislative Consultant's whenever it determines that such action is in the District's best interest. Consultant shall cooperate with such other legislative consultants in all matters so as to enable the District to achieve its legislative goals. The hiring of other legislative Consultants shall not reduce the compensation to be paid Consultant under this Contract.

5. *Contract Term.* The parties agree that the term of this Contract shall begin February 29, 2020, and shall terminate on February 28, 2021.

6. *Contract Amount.* The total amount to be paid Consultant for the services provided for in this Contract and all costs and expenses associated therewith for the period February 29, 2020, through February 28, 2021, shall be \$60,000.00, per twelve month period, payable in monthly installments of \$5,000.00 on or before the 15th day of each month.

7. *Compliance with Laws.* Consultant shall comply with all applicable laws, rules and regulations, and with all District ordinances, resolutions and policies in the performance of this Contract.

8. *Conflicts of Interest.* In the event that a conflict of interest arises in connection with Consultant's representation of the District on a legislative issue, Consultant shall promptly notify the District and the other interested party of the conflict in writing. Consultant shall negotiate its role in the matter to the satisfaction of the District and the other interested party. If an acceptable solution cannot be reached, Consultant shall withdraw from representing both the District and the other interested party on the particular legislative issue.

9. *Termination.* The District may terminate this Contract with or without cause by serving seven days' written notice thereof on Consultant. Such notice shall be served at the address listed below and may be served either personally during regular business hours, by facsimile transmission during regular business hours, or by certified mail, return receipt requested. Notice served personally or by facsimile transmission shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. In the event of a termination, the District shall pay Consultant for the services performed until the effective date of termination, less any sums directly attributable to Consultant's breach if this Contract is terminated by the District for cause.


10. *Recovery of Costs.* In the event the District is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the District shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including, but not limited to, reasonable attorney fees.

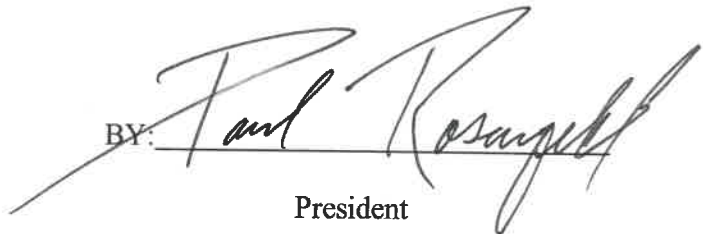
11. *Incorporation.* The provisions set forth herein represent the entire agreement between the parties and may not be modified or changed in any respect unless such modification or change is in writing, duly approved and signed by both parties.

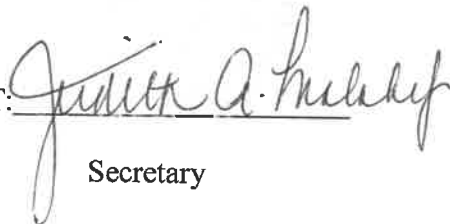
IN WITNESS WHEREOF, the parties have entered into this Contract as of the 29th day of February, 2020.

FOREST PRESERVE DISTRICT
OF DUPAGE COUNTY
3 S. 580 Naperville Road
Wheaton, IL 60189-8761

GOVERNMENT NAVIGATION GROUP
227 West Monroe Street, Suite 2100
Chicago, IL 60606

BY: 
President

BY: 
President

ATTEST: 
Secretary