



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Resolution 2021-66 Authorizing Negotiation and Execution of Professional Services Agreement		
Presenter & Title:	Stephanie K. Dawkins, City Administrator		
Date:	August 2, 2021		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: N/A			
Estimated Cost: \$78,000	Budgeted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded: redistributed line item or fund balance</i>			
Executive Summary:			
<p>Local governments often find it advantageous to retain outside, paid representation for legislative monitoring and consulting given the number of bills introduced in any given legislative session and the potential impact any given legislation may directly have on the municipality.</p> <p>For the City Council's consideration is a Resolution authorizing the City Administrator to negotiate and execute a professional services agreement with JLD Consulting Group, LLC to provide government relation services and strategic consulting with respect to legislation that directly impacts the City of Geneva. It is anticipated that the agreement would be for a term of no more than 12-months with a 30-day termination clause in an amount not to exceed \$6,500/month.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Approve Resolution 2021-66 Authorizing the City Administrator to Negotiate and Execute a Professional Services Agreement with JLD Consulting Group, LLC.			

RESOLUTION NO. 2021-66

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH JLD CONSULTING GROUP, LLC**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA,
KANE COUNTY ILLINOIS, as follows:**

SECTION 1: That the City Administrator is hereby authorized to negotiate and execute, on behalf of the City of Geneva a professional services agreement with JLD Consulting Group, LLC for a term not to exceed 12 months in an amount not to exceed \$78,000.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois this 3rd day of August, 2021.

AYES: 7 NAYS: 1 ABESNT: 2 ABSTAINING: 0 HOLDING OFFICE: 10

APPROVED by me this 2nd day of August, 2021.



Mayor

ATTEST:

Roger Godshesen, by Jeanne Forman
City Clerk Deputy Clerk



JLD CONSULTING GROUP, LLC

220 N. Green St.
Chicago, Illinois 60607
312.600.4007 (Direct) 708.417.4477 (Cell)
312.600.4007 (Fax)
jd@jldgrp.com

August 2, 2021

Via Email Transmission:

Stephanie K. Dawkins
City Administrator
City of Geneva
22 S. First St
Geneva, IL 60134

Re: *Government Relation Services and Strategic Consulting*

Dear Ms. Dawkins

Please allow this correspondence to serve as a proposal, which if its terms are agreeable, will act as a Retainer Agreement between the **City of Geneva (“City of Geneva”)** and **JLD Consulting Group, LLC (“JLD CONSULTING GROUP, LLC”)** regarding the above-referenced matter. It is our practice to confirm with an engagement letter certain understandings regarding the manner in which JLD CONSULTING GROUP, LLC will perform and bill for our services.

This correspondence outlines the services JLD CONSULTING GROUP, LLC can provide “CITY OF GENEVA” with regard to Government Relations Services and Strategic Consulting. With a principal that has nearly a decade of governmental expertise at the highest level in Illinois, we have successfully navigated the interests of business and government on behalf of our clients, achieving results on the state, county and municipal level. We look at governmental consulting through a business lens and apply principles and advice that is a value creator for our clients.

The JLD CONSULTING GROUP, LLC members have experience with all phases of representation before governmental bodies. We blend this with strong business expertise to set us apart from our competitors. JLD CONSULTING GROUP, LLC will provide representation and assistance to you in this manner.

Statement of Work:

It is understood and agreed, pursuant to this agreement, that JLD Consulting Group, LLC shall provide the following services:

- Assist the City of Geneva in continuing to strengthen, maintain, and further engage with members of the Illinois Legislature, Governors Office, and other State Governmental bodies and authorities.
- Support the City of Geneva in crafting and messaging the financial impact of the Clean Energy Legislative proposals upon the City of Geneva Electric Utility and residents.
- Work directly with City of Geneva officials and State of Illinois officials on mitigation proposals to reduce hardship potentially caused by new State energy policy.
- Provide regular updates and reports as directed.
- Provide insight and strategy on any impactful legislation or policy proposals at the various levels of government
- Provide crisis management.
- Shall assist, advise, and consult with City of Geneva on other matters as requested from time to time.

It is further understood and agreed that the scope of services to be rendered does not include the rendering of any legal services to, legal representation of or legal advice to CITY OF GENEVA. It is also understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. JLD Consulting Group, LLC, commits to using its best professional efforts at all times on behalf of CITY OF GENEVA, but cannot offer any promises or guarantees as to results.

JLD CONSULTING GROUP, LLC looks forward to working with you on this important endeavor.

Very truly yours,

JLD CONSULTING GROUP, LLC

John L. D'Alessandro, President

AGREEMENT

The following constitutes the Articles of Agreement between JLD Consulting Group, LLC (JLD CONSULTING GROUP, LLC), and City of Geneva (CLIENT):

1. This Agreement shall begin August 1, 2021 and will continue until July 31, 2022 provided that either party may terminate the Agreement at any time upon sixty-days written notice.

2. Throughout the term of this Agreement, JLD CONSULTING GROUP, LLC shall perform all services as an independent contractor and not as an employee of CLIENT. As an independent contractor, it is understood and agreed that JLD CONSULTING GROUP, LLC shall perform services only at the direction of CLIENT or as CLIENT shall otherwise specify. JLD CONSULTING GROUP, LLC's primary contact on this matter shall be John D'Alessandro. CLIENT's primary contact shall be Stephanie Dawkins, City Administrator.

3. It is understood and agreed, pursuant to this Agreement, that JLD CONSULTING GROUP, LLC shall provide the following services detailed under "Statement of Work".

It is further understood and agreed that the scope of services to be rendered pursuant to this paragraph 3 does not include the rendering of any legal services to, legal representation of or legal advice to CLIENT.

4. The manner in which the services are to be performed and the specific hours to be worked by JLD CONSULTING GROUP, LLC shall be determined by JLD CONSULTING GROUP, LLC. It is understood and agreed that CLIENT will rely on JLD CONSULTING GROUP, LLC to work as many hours as may reasonably be necessary to fulfill JLD CONSULTING GROUP, LLC's obligations under this Agreement.

5. The fee for the services provided by JLD CONSULTING GROUP, LLC and set forth in paragraph 3 of this Agreement shall be \$6,500 per month with an initial retainer of \$5,000 due upon execution. JLD CONSULTING GROUP, LLC shall bill CLIENT monthly and CLIENT shall pay each monthly bill within 30 days of CLIENT's receipt of each such bill.

It is further understood and agreed that any and all monies paid by CLIENT to JLD CONSULTING GROUP, LLC shall not be made from any unallowable sources. By signing this Agreement, CLIENT certifies that none of the monies it will utilize to pay JLD CONSULTING GROUP, LLC for its services pursuant to this Agreement are or will be in violation of the provisions of: (1) Ill. Adm. Code, Title 89, Part 509, Section 509.20 *et seq.* (Allowable/Unallowable Costs); (2) any contracts, policies, rules or laws of the State of Illinois and any agencies and departments thereof; and (3) any federal laws, rules or regulations, if applicable.

It is also understood and agreed that any expenses incurred in providing services under this Agreement shall be borne by JLD CONSULTING GROUP, LLC unless prior approval for specified expenses is granted by CLIENT.

6. JLD CONSULTING GROUP, LLC shall comply with all applicable laws and regulations with respect to registration and other matters required by law if lobbying is required on behalf of the CLIENT. JLD CONSULTING GROUP, LLC shall conduct itself in providing services to CLIENT in compliance with the highest ethical standards.

7. It is understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. JLD CONSULTING GROUP, LLC commits to using

its best professional efforts at all times on behalf of CLIENT, but cannot offer any promises or guarantees as to results.

8. JLD CONSULTING GROUP, LLC's employees who perform services for CLIENT under this Agreement shall also be bound by the provisions of this Agreement.

9. In recognition of the unique rights and duties of the parties to this Agreement, the parties hereby waive any and all rights to transfer or assign the rights and duties of this Agreement.

10. This Agreement contains the entire agreement of the parties with respect to the services to be rendered as stated in paragraph 3 and there exist no other promises or conditions in any other agreements, oral or written, with regard to the services to be provided as set forth in paragraph 3. This Agreement supersedes any prior written or oral agreements between the parties with respect to the services set out in paragraph 3.

11. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. This Agreement shall be governed by the law of the State of Illinois

If the terms and conditions set forth in this Agreement are acceptable, please make this a binding Agreement by signing where indicated and returning a copy to JLD CONSULTING GROUP, LLC either by mail or fax.

JLD CONSULTING GROUP, LLC

By: 

John D'Alessandro, President

August 2, 2021
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Dated: 08-02-2021

By: 

Stephanie K. Dawkins, City Administrator

Dated: 08/03/2021