



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	First Amendment to Professional Services Agreement		
Presenter & Title:	Stephanie K. Dawkins, City Administrator		
Date:	September 6, 2022		
<i>Please Check Appropriate Box:</i>			
<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:			
Estimated Cost: \$ 20,000	Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i> redistributed line item or fund balance.			
Executive Summary:			
<p>In August 2021 the City Council authorized 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 and other matters that directly impacts the City of Geneva. The Agreement was for a one-year period not to exceed \$78,000.</p> <p>Over the past year, the services of the consultant have proven to be beneficial to the City. Therefore, the resolution for the City Council's consideration would authorize a First Amendment to the initial agreement extending the term of the agreement through December 31, 2022 in an amount not to exceed \$20,000. All other terms and conditions of the initial agreement remain unchanged.</p>			
Attachments: <i>(please list)</i>			
Resolution			
Voting Requirements:			
<p><i>This motion requires a simple majority vote.</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 votes; 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 item should be listed on agenda)</i>			
Recommend Approval of Resolution Authorizing the City Administrator to Execute a First Amendment to the Professional Services Agreement with JLD Consulting Group, LLC.			

RESOLUTION NO. 2022-82
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 an amount not to exceed \$20,000.

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 6th day of September, 2022.

AYES: ___ NAYS: ___ ABESNT: ___ ABSTAINING: ___ HOLDING OFFICE: 10

APPROVED by me this ____ day of September, 2022.

Mayor

ATTEST:

City Clerk

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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.

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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

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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

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Dated: 08-02-2021

By:  _____
Stephanie K. Dawkins, City Administrator

Dated: 08/03/2021

FIRST AMENDMENT

WHEREAS, on August 2, 2021, the City of Geneva, an Illinois Municipal Corporation (hereinafter referred to as “Client”) and JLD Consulting Group, LLC (hereinafter referred to as “Consultant”) entered into a Professional Services Agreement (hereinafter referred to as the “Agreement”); and

WHEREAS, the parties desire to amend the agreement as set forth below.

NOW, THEREFORE, in consideration of the recitals hereinabove made and other good and valuable consideration, the receipt of which is mutually acknowledged by the parties the parties hereto agree as follows:

- 1. Section 1 is hereby amended by deleting same and substituting the following:

This Agreement shall begin on August 1, 2021 and will continue until July 31, 2022 provided that either party may terminate the Agreement at any time upon sixty-day written notice. Absent prior termination, this Agreement may be extended through December 31, 2022 by mutual agreement.

- 2. Section 5 is hereby amended by adding the following language to the end of the first paragraph:

Should “Client” and “Consultant” exercise the extension to the initial agreement, the fee for services provided during said extension shall not exceed \$20,000.

- 3. In the event of any conflict between the terms and conditions of the Agreement and this First Amendment, the provisions of the First Amendment to the Agreement shall prevail.
- 4. Except as modified by this First Amendment to the Agreement, the Agreement shall remain in full force and effect.
- 5. This First Amendment to the Agreement shall become effective on upon execution.

Consultant:

JLD CONSULTING GROUP, LLC

City:

CITY OF GENEVA, an Illinois
Municipal Corporation

By: _____
John D’Alessandro, President

By: _____
City Administrator