

# LEGISLATIVE & LOBBYING COMMITTEE AGENDA

**Called by:** Jaime Salgado, Chairman  
**Members:** Paul Arena, Aaron Booker,  
Tim Nabors, Valerie Hanserd, John F.  
Sweeney, John Penney

**DATE:** MONDAY, SEPTEMBER 23, 2024  
**TIME:** 4:30 PM  
**LOCATION:** ROOM 510  
COUNTY ADMINISTRATION BLDG  
404 ELM STREET  
ROCKFORD, IL 61101

## AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of August 5, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Legislative and Lobbying Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Update regarding Mercury Public Affairs – Federal Lobbyist/Consulting Services
- F. Resolution Authorizing the Winnebago County Board Chairman to Execute Amendment No. 1 to a Consulting Services Agreement by and between Highstake 35 LLC d/b/a Mercury Public Affairs and the County of Winnebago, Illinois for Federal Lobbyist/Consulting Services
- G. Strategic Funding Assessment: Priorities for 2025
- H. Future Agenda Items
- I. Adjournment

**Winnebago County Board**  
**Legislative & Lobbying Committee Meeting**  
County Administration Building  
404 Elm Street, Conference Room 510  
Rockford, IL 61101

Monday, August 5, 2024  
5:00 PM

**Present:**

Jaime Salgado, **Chairperson**  
Paul Arena  
Valerie Hanserd  
Tim Nabors  
John F. Sweeney (Joined late)

**Others Present:**

Joseph Chiarelli, County Board Chairman  
Marlana Dokken, Director, Chairperson's Office of Criminal  
Justice Initiatives  
Karen Elyea, Chief Strategy Officer

**Absent:**

Aaron Booker  
John Penney

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – July 22, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Legislative and Lobbying Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Winnebago County Board Chairman to Execute a Professional Services Agreement by and between The Ferguson Group (“TFG”) and The County of Winnebago for Grant Writing Services
- F. Future Agenda Items
- G. Adjournment

**Call to Order**

The meeting was called to order at 5:04 PM.

**Roll Call** – Chairperson Jaime Salgado yes, Paul Arena yes, Valerie Hanserd yes, Tim Nabors yes, John Sweeney yes (arrived late).

A quorum is present.

**Approval of Minutes – July 22, 2024 Minutes**

Motion: Ms. Hanserd. Second: Mr. Nabors.  
Chairperson Salgado called for any discussion.  
Motion passed by unanimous voice vote.

**Public Comment**

Reading of the Public Comment Section of the Agenda was omitted due to no one present to speak.

**Resolution Authorizing the Winnebago County Board Chairman to Execute a Professional Services Agreement by and between The Ferguson Group (“TFG”) and The County of Winnebago for Grant Writing Services**

Motion: Ms. Hanserd. Second: Mr. Arena.  
Chairperson Salgado called for any discussion.  
Motion passed by unanimous voice vote.

**Future Agenda Items**

- Meeting scheduled Tuesday, August 6, 2024, with Mercury to re-evaluate strategic priorities for 2025. Chairperson Salgado provided a handout of the priorities reviewed at the last meeting with Mercury. Discussion followed on Action Items/Priorities.
- Phelps Barry and Mercury contracts are ending and up for renewal.
- The Solid Waste Management Plan Closeout Report was shared with the committee to discuss the next steps for implementation of recommendations.

**Motion to Adjourn**

Chairperson Salgado called for a motion to adjourn the meeting.  
Motion: Ms. Hanserd. Second: Mr. Sweeney.  
Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile  
Executive Assistant

**Update regarding Mercury  
Public Affairs – Federal  
Lobbyist/Consulting Services**



# Resolution Executive Summary

**Prepared By:** Karen Elyea  
**Committee:** Legislative and Lobbying Committee  
**Committee Date:** September 23, 2024  
**Board Date:** September 26, 2024  
**Resolution Title:** Resolution Authorizing the Winnebago County Board Chairman to Execute Amendment No. 1 to a Consulting Services Agreement by and between Highstake 35 LLC d/b/a Mercury Public Affairs and the County of Winnebago, Illinois for Federal Lobbyist/Consulting Services

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$120,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 12501-43190	<b>Descriptor:</b> County Board/Chairman

## Background Information:

On August 1, 2023, the County Board entered into a one-year agreement effective through September 30, 2024, with Mercury Public Affairs to provide Federal Lobbyist/Consulting Services. Mercury acts in liaison with, and report activities to, the County Board Chairman and Administration. The Lobbyist interacts on behalf of the County's interests with the Federal legislative and executive branches of government. The goal is to maximize the County's success in obtaining Federal funding and favorable legislation. County priorities include economic development, public safety and public works.

The renewal agreement will continue to provide the same level of services to the County of Winnebago as listed under Schedule 1 in the original agreement.

During the first year of service, Mercury assisted Winnebago County as described in the schedule of services. Notable was their assistance in applying for Congressionally Directed Spending appropriations including \$1 million from Senator Durbin for the Baxter Road Water Main Extension, \$1 million from Senator Duckworth's office to address PFAS in private wells and \$847,000 from Congressman Sorenson for the Police Training Center. Mercury has also been instrumental for economic development by helping navigate through the US Treasury rule making process to gain energy tax credits that can make large industrial developments possible.

**Costs:** The fee is a \$10,000 monthly retainer with no other costs or fees anticipated. The agreement services will begin effective as of October 1, 2024, and will continue through September 30, 2025. The term shall automatically continue on a month-to-month basis thereafter, unless terminated by either party on thirty (30) days' written notice to the other party.

**Recommendation:** The Legislative and Lobbying Committee recommends approving the amendment.

**Legal Review:** State's Attorney's Office has reviewed and approved the amendment.

**Follow-Up:** Staff will provide updates as requested by the County Board.

County Board Meeting: September 26, 2024

**RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2024 CR \_\_\_\_\_

SUBMITTED BY: LEGISLATIVE AND LOBBYING COMMITTEE

SPONSORED BY: JAIME SALGADO

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**RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN  
TO EXECUTE AMENDMENT NO. 1 TO A CONSULTING SERVICES  
AGREEMENT BY AND BETWEEN HIGHSTAKE 35 LLC D/B/A MERCURY  
PUBLIC AFFAIRS AND THE COUNTY OF WINNEBAGO, ILLINOIS FOR  
FEDERAL LOBBYIST/CONSULTING SERVICES**

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**WHEREAS**, on August 1, 2023, the County Board of the County of Winnebago, Illinois approved a Consulting Services Agreement (“Agreement”) by and between Highstake 35 LLC d/b/a Mercury Public Affairs (“Mercury”) and the County of Winnebago, Illinois (“County”) for Federal Lobbyist/Consulting services; and

**WHEREAS**, the Agreement was for a one-year term, ending September 30, 2024; and

**WHEREAS**, Mercury and the County desire to renew the Agreement and continue to have Mercury provide Federal Lobbyist/Consulting services to the County; and

**WHEREAS**, the Legislative and Lobbying Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Amendment attached hereto as Resolution Exhibit A, and recommends executing the Amendment under the terms set forth in the Amendment.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized and directed to execute the Consulting Services Agreement by and between Highstake 35 LLC d/b/a Mercury Public Affairs and the County of Winnebago, Illinois in substantially the same form as set forth in Resolution Exhibit A, attached hereto.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Director of the Chairman’s Office of Criminal Justice Initiatives, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully submitted,  
**LEGISLATIVE AND LOBBYING COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JAIME SALGADO, CHAIR

\_\_\_\_\_  
JAIME SALGADO, CHAIR

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
JOHN PENNEY

\_\_\_\_\_  
JOHN PENNEY

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
JOHN F. SWEENEY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTESTED BY:

\_\_\_\_\_  
JOSEPH V. CHIARELLI  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
LORI GUMMOW  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



## CONSULTING SERVICES AGREEMENT

**County of Winnebago, Illinois** (“Client”) enters into this Consulting Services Agreement (the “Agreement”) effective as of August 1, 2023 (the “Effective Date”), to retain **Highstake 35 LLC dba Mercury Public Affairs** (“Consultant”), to perform the services described herein. Client and Consultant may each be referred to herein as a “Party,” and together as the “Parties”.

1. The Services. Consultant shall render services to the Client as specified on Schedule 1 attached hereto (the “Services”).

2. Payment Terms. Client shall pay fees and expenses per the terms set forth on Schedule 2 attached hereto. Payment in full of fees and expenses shall be made to Consultant pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Notwithstanding anything to the contrary in the foregoing, in the event Client does not pay fees and expenses within thirty (30) days after an invoice is rendered, Consultant may suspend Services until payment is made.

3. Term. The term of this Agreement shall begin on the Effective Date and will continue in effect until September 30, 2024 (the “Term”). The Term shall automatically continue on a monthly basis thereafter, unless terminated by either Party on thirty (30) days’ written notice to the other Party. For any year beyond the initial year, this Agreement is contingent on the appropriation of sufficient funds and no charges shall be assessed for failure of the Client to appropriate funds in future contract years.

4. Independent Contractor Status. Consultant is an independent contractor and not an agent or employee of Client.

5. Confidential Information. During the performance of Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies as confidential or proprietary (“Confidential Information”). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed Confidential Information if such information is: (i) already known to Consultant free of any restriction; (ii) obtained from a third party free of any restriction; (iii) developed independently by Consultant; or (iv) available publicly.

6. Indemnification. Each Party will indemnify and hold harmless the other Party, its principals, employees, officers, and agents (collectively, the “Indemnified Party”) from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses, including but not limited to reasonable attorneys’ fees, arising out of or resulting from any negligence, gross negligence, or willful misconduct by the indemnifying Party, its employees, officers, directors, and agents, except to the extent that any third party claims are a result of the



Indemnified Party's negligence, willful misconduct, or claims under workers compensation. Each Party's indemnification obligations are conditioned upon the Indemnified Party: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Party is seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying Party; and (iii) reasonably cooperating with the indemnifying Party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Party may, at its option and expense, participate in the defense or settlement of any claim, action, suit, or proceeding.

7. Publicity. Neither Party will use the other Party's name, logo, trademarks, or service marks in any advertising, publicity releases, or any other materials without that Party's prior written approval.

8. Assignment. Neither Party may assign this Agreement, except to an affiliate or subsidiary, without the prior written consent of the other Party.

9. Notices. Any notice in connection herewith will be in writing, sent per the contact information on Schedule 3 attached hereto, and either delivered personally, or mailed by certified mail, postage prepaid, or sent via email. Notice will be deemed given when delivered personally, or, if mailed, seventy-two (72) hours after the time of mailing, or, if by email, twenty-four (24) hours after an email is sent.

10. Governing Law; Jurisdiction; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws rules, and both Parties submit to the exclusive personal jurisdiction of the state and federal courts in Winnebago County, Illinois, and to venue in said courts, and waive any claim of *forum non conveniens*.

11. Liability of Consultant. Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance given in good faith performance of the Services.

12. Dispute Resolution. In the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties acknowledge and agree that each Party will be responsible for their own costs, charges, expenses (including, without limitation, and their own attorney's fees and costs) arising as a result thereof.

13. General.

(a) No amendments or modifications of this Agreement shall be binding upon either Party unless made in writing and signed by both Parties.

(b) This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, respecting the subject matter hereof.

(c) In the event any one or more of the provisions of this Agreement shall for any

reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal, or unenforceable provision will be replaced by a provision which, being valid, legal, and enforceable, comes closest to the intention of the Parties.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The section headings contained in this Agreement are inserted for convenience only and do not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date noted above.

**CONSULTANT:**  
**Mercury Public Affairs**

**CLIENT:**  
**County of Winnebago, Illinois**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 1**

### **Services**

Consultant will provide the Client the following Services:

1. Assist in developing the Client's Federal legislative agenda by providing strategic, policy, and coordination support, including advice regarding the development of short and long-term Federal funding strategies for Federal grants and annual appropriations requests.
2. Periodically meet with Winnebago County Administration, the Winnebago County Legislative and Lobbying Committee, and the Board as a whole in support of the development of the legislative agenda.
3. Initiate and coordinate meetings between County elected officials and/or staff with Federal legislative and executive branch to pursue priority legislation or funding opportunities.
4. Meet with members of Congress, congressional staff, administration officials, other public officials, and stakeholders to seek support for the policy positions advocated by the County of Winnebago.
5. Identifying opportunities for appropriate County officials to testify, in order to advance the County's interests and showcase the County's needs and amenities.
6. Prepare legislative reports and participate in periodic legislative briefings for County Administration and the County of Winnebago.
7. Apprise County's Administration of emerging issues and make recommendations regarding possible effects on County government.
8. Submit the County's annual appropriations requests.
9. Identify federal grant and competitive funding applications for County priorities.
10. Provide information necessary for the Client to monitor the provision of the Services upon written request.

## **SCHEDULE 2**

### **Compensation and Expenses**

1. In exchange for the Services hereunder, Client will pay Consultant \$10,000.00 per month during the Term, prorated for any partial month, invoiced monthly, with invoices to be sent to the address provided by the Client on Schedule 3.
2. Client will pay and reimburse Consultant for all reasonable business expenses incurred and documented in providing the Services, invoiced monthly. Payment of any individual expense greater than \$100.00 requires the prior approval of Client.
3. In its sole and exclusive discretion, Consultant may require Client to pay in advance or directly to a vendor or creditor any expense(s) in connection with this Agreement.

## **SCHEDULE 3**

### **Contact Information**

Consultant:  
Mercury Public Affairs  
218 E Bearss Avenue, #405  
Tampa, FL 33613  
Email: [dasaccounting@mercuryllc.com](mailto:dasaccounting@mercuryllc.com)

Client:  
County of Winnebago  
404 Elm Street  
Rockford, IL 61101  
Attn: Joseph Chiarelli  
Winnebago County Board Chairman  
Phone: 815-319-4386  
Email: [joe@admin.wincoil.gov](mailto:joe@admin.wincoil.gov)  
Billing email: Same as above



**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT**

This AMENDMENT NO.1 TO CONSULTING SERVICES AGREEMENT is made and entered into as of as of October 1, 2024, to amend that certain Consulting Services Agreement dated August 1, 2023, (the “Agreement”) by and between **Highstake 35 LLC dba Mercury Public Affairs** (“Consultant”) and **County of Winnebago, Illinois** (“Client”).

**RECITALS**

The Term of the Agreement is in effect.

It is the intent of the parties to confirm the Agreement, and modify and amend the Agreement related to the following terms only:

**AMENDED TERMS OF AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Consultant and the Client agree as follows:

1. Term. The Term of the Agreement is hereby amended and extended effective as of October 1, 2024, and will continue through September 30, 2025. The Term shall automatically continue on a month-to-month basis thereafter, unless terminated by either party on thirty (30) days’ written notice to the other party.
2. Agreement Confirmed. The Agreement and its terms are confirmed. Except as specifically amended herein, no other amendments or modifications are intended or made.

**CONSULTANT:**  
**Mercury Public Affairs**

**CLIENT:**  
**County of Winnebago, Illinois**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Strategic Funding  
Assessment: Priorities  
for 2025**