

# Kolkmeier Consulting

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August 8, 2011

Mr. Scott Christiansen  
County Board Chairman  
Winnebago County Board  
404 Elm Street  
Rockford, IL 61101

RE: Legislative Consulting Proposal

Dear Chairman Christiansen:

I appreciate your consideration of my continuing services as a legislative consultant to Winnebago County. If this proposal is acceptable, please sign and email a copy back to me. I have enjoyed my work on behalf of Winnebago County, and look forward to passing additional important bills on your behalf.

1. Parties to the Agreement. The parties to this agreement are Kiplund R. Kolkmeier, doing business as Kolkmeier Consulting, referred to herein as "Contractor", and Winnebago County, referred to herein as the "County".

2. Term and Duties. The term of this agreement shall be from October 1, 2011 and be continued on a month to month basis until terminated. Either party may terminate the agreement. Termination must be in writing. The termination shall be effective on the last calendar day of the month following the month in which written notice was sent.

During the term, Contractor shall provide legislative consulting services in connection with the County's legislative proposals. It is acknowledged and agreed by both parties that Contractor is not an employee of the County and shall provide services under this agreement through the exercise of Contractor's independent professional judgment, and not as directed or supervised by any official, employee or other contractor of the County.

\* 3. Fee. The fee for legislative consulting services under this agreement shall be a fixed monthly retainer in the amount of \$2,200. The fixed monthly retainer may only be changed by agreement of both parties, and any adjustment will apply to the next full month following such agreement. The County shall only be liable for expenses directly related to legislative consulting services such as travel to the County for meetings requested by the County. The amount of the retainer is payable monthly within 30 days of receiving an invoice.

4. Liability. For purposes of this agreement, Contractor is a sole proprietor and assumes all risk of loss, indemnifies and holds harmless the County from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs and attorneys fees, and related expenses that result directly from Contractor's negligent or intentional acts or omissions. The County acknowledges that Kolkmeier Consulting is not a law firm and will not provide any legal advice to the County under this agreement.

5. Benefits. Contractor acknowledges that he is not an employee of the County and therefore is not entitled to receive or participate in any benefit program of the County including any life, health, disability, retirement or other program that may from time to time be in place.

If this agreement is consistent with your understanding of our arrangement, then please execute where indicated and return a copy to me. Please let me know if you have any questions regarding the agreement. As always, it is a pleasure to work with Winnebago County.

Very truly yours,



Kiplund R. Kolkmeier

Signed and approved:



Dated 9/29/2011

Cc: Steve Chapman

\* Amended to \$2,300, effective 10/1/2012