



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: December 3, 2015

MEMO TO: S. Michael Rummel, Chair
Finance and Administrative Committee

FROM: Mike Tully
Chief Operations Officer

SUBJECT: 2016 State Legislative Consulting Services

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for Legislative Consulting Services to Strategic Advocacy Group, Springfield, Illinois, in the Contract Price of \$27,000.00.

BACKGROUND: The District uses the services of a legislative consultant to coordinate the District's activities and interests with elected and appointed officials of the State of Illinois. These services include monitoring of all legislation that might directly or indirectly affect the District, and representing the District at legislative meetings in Springfield and elsewhere as required. For the past several years Kolkmeier Consulting, now known as Strategic Advocacy Group (SAG), has provided needed legislative consulting services to the District's satisfaction through an annual contract. SAG also provides legislative consulting services to Lake County government, enabling the County and District to better communicate and coordinate regarding state legislative issues.

REASON FOR RECOMMENDATION: Finance and Administrative Committee review and Board approval are required by the District's Purchasing Policy.

REVIEW BY OTHERS: Executive Director, Director of Finance, Purchasing Manager, Legal Counsel.

FINANCIAL DATA: Funds for these services were approved as part of the FY 2015-16 General Corporate Budget in account 11104000-706800.

STRATEGIC DIRECTION(S) SUPPORTED: Leadership; Organizational Sustainability.

PRESENTER: Mike Tully

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT FOR LEGISLATIVE CONSULTING
SERVICES TO STRATEGIC ADVOCACY GROUP**

WHEREAS, the Lake County Forest Preserve District (the “District”) requires the services of a legislative consultant to coordinate the District’s activities and interests with elected and appointed officials of the State of Illinois and legislation proposed by the Illinois General Assembly (the “Services”); and

WHEREAS, the Chief Operations Officer and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, Kolkmeier Consulting, now known as Strategic Advocacy Group (“SAG”) has provided such Services to the District in the past to the satisfaction of the District; and

WHEREAS, SAG has submitted a proposal dated November 7, 2014 (attached) (the “Proposal”), for Services to be provided for the 2016 Illinois legislative session; and

WHEREAS, the District’s staff, the Purchasing Manager, the Chief Operations Officer, and the Finance and Administrative Committee have reviewed the Proposal and recommend that the Board of Commissioners (i) find that the Proposal submitted by SAG be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to SAG by accepting and executing the Proposal (the “Contract”); and

WHEREAS, the Board of Commissioners hereby finds that it is in the best interest of the District to continue utilizing SAG for Services under the proposed terms of the Proposal and that the Proposal submitted by SAG is the proposal that is most advantageous to the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Award of Contract. The Proposal in the amount of \$27,000.00 (the “Contract Price”) is hereby accepted and a Contract for the Services is hereby awarded to Strategic Advocacy Group, Springfield, Illinois.

Section 3: Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Proposal and thereby enter into the Contract with SAG in the amount of the Contract Price .

Section 4: Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2015.

AYES:

NAYS:

APPROVED this _____ day of _____, 2015.

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



Strategic Advocacy Group

November 7, 2015

Mr. Ty Kovach
Executive Director
Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048

RE: Legislative Consulting Contract

Dear Executive Director Kovach:

As you requested, this letter is intended to memorialize the retention of my services as a legislative consultant to the Lake County Forest Preserve District. If the terms of this agreement are acceptable, please execute a copy and return to me.

1. Parties to the Agreement. The parties to this agreement are The Strategic Advocacy Group, LLC, referred to herein as "Contractor", and the Lake County Forest Preserve District, referred to herein as the "District".
2. Term and Duties. The term of this agreement shall be from January 1, 2016 to December 31, 2016. During the term, Contractor shall provide legislative consulting services in connection with the District's legislative issues. It is acknowledged and agreed by both parties that Contractor is not an employee of the District 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 District.
3. Fee. The fee for legislative consulting services under this agreement shall be a fixed annual amount of \$27,000. Although this retainer amount has not increased from last year, it is worth reflecting on the fact that as an individual district we not only successfully pass our own initiatives, but we also lead the effort on issues affecting all forest and conservation districts. This is something that we should take great pride in, but also realize the work load that comes with this effort. This fixed amount shall be Contractor's sole compensation for the period of this agreement. Moreover, the District shall not be liable for any expenses related to legislative consulting services. The amount of the retainer is payable in full when invoiced.

4. Liability. For purposes of this agreement, Contractor is a sole proprietor and assumes all risk of loss, indemnifies and holds harmless the District 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 District acknowledges that The Strategic Advocacy Group, LLC is not a law firm and will not provide legal advice to the District under this agreement.

5. Benefits. Contractor acknowledges that he is not an employee of the District and therefore is not entitled to receive or participate in any benefit program of the District 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 the District.

Very truly yours,

Kiplund R. Kolkmeier

Signed and approved:

Name: _____

Date: _____