



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: January 12, 2017
TO: S. Michael Rummel, Chair
Finance and Committee
FROM: Alex Ty Kovach
Executive Director

Agenda Item# 9.2

RECOMMENDATION: Recommend approval of a Resolution awarding a two-year contract for Legislative Consulting Services to Strategic Advocacy Group, Springfield, Illinois, in the Contract Price not to exceed \$54,000.00.

STRATEGIC DIRECTIONS SUPPORTED: Leadership; Organizational Sustainability.

FINANCIAL DATA: Funds for these services were approved as part of the FY 2016-17 General Corporate Budget in account 11104000-706800.

BACKGROUND: In September, Lake County advertised a Request for Proposal for Legislative Services. The County received nine proposals. The District staff reviewed these proposals and concluded that the Strategic Advocacy Group proposal has the most comprehensive services, and is the most advantageous, for the District. 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. The contract term is for calendar year 2017 and 2018, with three one-year renewals allowable.

REVIEW BY OTHERS: Chief Operations Officer, Finance Director, Director of Administration, Purchasing Manager, Corporate Counsel.

PRESENTER: Alex Ty Kovach

**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") desires to purchase the services of a legislative consultant for calendar years 2017 and 2018 to coordinate the District's activities and interests with elected and appointed officials of the State of Illinois and with respect to legislation proposed by the Illinois General Assembly (the "Services"); and

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

WHEREAS, Lake County has publicly advertised for, and received, sealed proposals for (i) legislative consulting services for the County and (ii) in cooperation with the District Purchasing Manager and staff, the Services for the District; and

WHEREAS, the District's staff, the Purchasing Manager, the Executive Director, Chief Operations Officer, and the Finance and Administrative Committee have reviewed the proposals and recommend that the Board of Commissioners (i) find that the proposal submitted by Strategic Advisory Group ("SAG") be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to SAG in the amount of \$46,575 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services 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 Contract in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to SAG.

Section 3: Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4: Payments. The District 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 _____, 2017.

AYES:

NAYS:

APPROVED this ____ day of _____, 2017.

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



Strategic Advocacy Group

November 14, 2016

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 our services as legislative consultants 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 February 1, 2017 to December 31, 2018. During the term, Contractor shall provide legislative consulting services in connection with the District's legislative issues, and consistent with the Scope of Services outlined in the Proposal For Services RFP #16192. 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 amount of \$22,275 for the period from February 1, 2017 to December 31, 2017, and \$24,300 for the period from January 1, 2018 to December 31, 2018. The payment schedule for 2017 will be \$4,050.00 in February, and \$6,075.00 in April, July, and October 2017. The payment schedule for 2018 will be \$6,075.00 in January, April, July, and October 2018. 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.

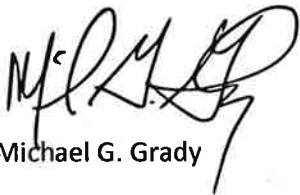
4. Insurance. Contractor agrees to provide the District with a Certificate of Insurance and endorsements consistent with the coverages and exceptions described in the Proposal For Services RFP 61629. Contractor will provide certificates at least thirty (30) days prior to the commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of such policies.

5. 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.

6. 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.

Sincerely,



Michael G. Grady

Signed and approved:

Name: _____

Date: _____