



LAKE COUNTY FOREST PRESERVES  
www.LCFPD.org

Preservation, Restoration, Education and Recreation

**DATE:** April 3, 2017

**TO:** Craig Taylor, Chair  
Operations Committee

S. Michael Rummel, Chair  
Finance Committee

**FROM:** Katherine Hamilton-Smith  
Director of Public Affairs and Development

**RECOMMENDATION:** Recommend approval of a Resolution awarding a contract for professional graphic design and layout services of four issues of the Horizons quarterly newsletter to Jell Creative, Chicago, Illinois, in the amount not to exceed \$40,000.00.

**STRATEGIC DIRECTIONS SUPPORTED:** Communications, Education and Outreach; Public Access and Connections; Leadership; Conservation; Organizational Sustainability.

**FINANCIAL DATA:** Funding for design and layout services will be included in the Fiscal Year 2017–2018 Budget Proposal (11314000 709000).

**BACKGROUND:** As the Lake County Forest Preserve District’s lead printed communications and branding tool, Horizons focuses on educating residents about the District’s commitment to open space preservation, trails, wildlife habitat, nature and history education, accomplishments, fundraising efforts, and responsible use of referenda funds. Engaging editorial along with full-color photography and compelling design helps create a tangible brand presence, and leaves the public with a positive perception of their forest preserves. The Preservation Foundation uses Horizons as an introduction to the District for constituents and potential donors. The publication also includes a giving envelope in every issue, which serves as a catalyst and engagement piece for Foundation giving initiatives.

Mailed to 32,500 subscribers each quarter, Horizons reaches the single largest audience of District supporters. By request, approximately 8,500 additional copies are distributed each quarter to a variety of community and corporate outlets.

The content in each issue helps drive readers to the District website, e-newsletters, and social media outlets where they can find additional resources and become further engaged with our mission. The calendar of events and news items are used to sell permits and shelter reservations, and promote education programs, events and exhibits, and facilities.

Staff has worked successfully with Jell Creative on the design and layout of the spring and summer 2017 issues of Horizons. As a result, staff has experience with their design capabilities and work quality. Staff recommends continuing professional graphic design and layout services with Jell Creative for four additional issues (fall 2017–summer 2018). This maintains brand and design integrity over time.

**REVIEW BY OTHERS:** Chief Operations Officer, Director of Finance, Public Affairs Manager, Purchasing Manager, and Corporate Counsel.



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

**A RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL GRAPHIC DESIGN  
AND LAYOUT SERVICES FOR THE HORIZONS NEWSLETTER TO JELL CREATIVE**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) desires to purchase graphic design and layout services for four issues (fall 2017–summer 2018) of the District’s the Horizons Quarterly Newsletter (the “Services”); and

**WHEREAS**, the Purchasing Manager; the Public Affairs Manager, and the Director of Public Affairs and Development have determined that the Services require personal confidence; and

**WHEREAS**, the Purchasing Manager has solicited a proposal for the Services from Jell Creative; and

**WHEREAS**, the District’s staff, the Purchasing Manager, the Public Affairs Manager, and the Director of Public Affairs and Development have reviewed the proposal from Jell Creative and recommend that the Board of Commissioners (i) find that the proposal submitted by Jell Creative be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Jell Creative (the “Contract”) in the amount not to exceed \$40,000 (the “Contract Price”); and

**WHEREAS**, the Board of Commissioners hereby finds that the proposal for the Services submitted by Jell Creative 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 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 Jell Creative.

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 Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract Term.

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. \_\_\_\_\_

# **Lake County Forest Preserves**

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CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT

AND

JELL CREATIVE, INC.

FOR

HORIZONS CREATIVE SERVICES



TABLE OF CONTENTS

ARTICLE I - THE SERVICES .....	1
1.1 Performance of the Services .....	1
1.2 Commencement and Completion Dates.....	1
1.3 Required Submittals .....	2
1.4 Review and Incorporation of Contract Provisions.....	2
1.5 Financial and Technical Ability to Perform .....	2
1.6 Time.....	2
1.7 Consultant's Personnel and Sub-Consultants .....	2
1.8 Owner's Responsibilities .....	3
1.9 Owner's Right to Terminate or Suspend Services for Convenience.....	3
ARTICLE II - CHANGES AND DELAYS .....	4
2.1 Changes .....	4
2.2 Delays.....	4
2.3 No Constructive Change Orders .....	4
ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	5
3.1 Representation of Compliance .....	5
3.2 Corrections .....	5
3.3 Risk of Loss .....	5
ARTICLE IV - PAYMENT .....	5
4.1 Contract Price.....	5
4.2 Taxes, Benefits and Royalties .....	5
4.3 Invoices .....	6
4.4 Acceptance and Payment.....	6
4.5 Deductions.....	6
4.6 Accounting.....	7
ARTICLE V - REMEDIES .....	7
5.1 Owner's Remedies .....	7
5.2 Terminations and Suspensions by Owner Deemed for Convenience .....	8
5.3 Attorney Fees .....	8
ARTICLE VI - LEGAL RELATIONSHIPS AND REQUIREMENTS .....	8
6.1 Binding Effect .....	8
6.2 Relationship of the Parties.....	8
6.3 No Collusion .....	8
6.4 Assignment.....	9
6.5 Confidential Information.....	9
6.6 No Waiver.....	9
6.7 No Third Party Beneficiaries.....	9
6.8 Notices.....	9
6.9 Governing Laws.....	10
6.10 Changes in Laws .....	10
6.11 Compliance with Laws and Grants .....	10
6.12 Ownership of Documents .....	10
6.13 Time.....	10
6.14 Severability .....	11

6.15 Entire Agreement..... 11  
6.16 Amendments ..... 11

ATTACHMENT A – SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

ATTACHMENT B – CONSULTANT'S SCOPE OF WORK

ATTACHMENT C – KEY PERSONNEL



**CONTRACT BETWEEN  
LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
JELL CREATIVE, INC.  
FOR  
HORIZONS CREATIVE SERVICES**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, ("Owner") and Jell Creative Inc. a(n) Illinois company, 4410 N. Ravenswood, Suite 200, Chicago, IL 60640, ("Consultant") make this Contract as of May 1, 2017, and hereby agree as follows:

**ARTICLE I - THE SERVICES**

**1.1 Performance of the Services**

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following professional graphic design and layout services, all of which is referred to in this Agreement as the "Services":

A. Professional Services. Provide, perform, and complete, in the manner described and specified in this Contract, all professional services necessary to accomplish the "Project," as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B.

B. Standard of Performance. Provide, perform, and complete all of the foregoing in full compliance with this Contract, in a professional manner, and in accordance with the standards of professional practice, care, and diligence in existence at the time of performance of the Services applicable to recognized and qualified consulting firms in the Chicago Metropolitan Area (the "Standard of Performance").

**1.2 Commencement and Completion Dates**

Consultant shall commence each phase of the Services not later than the "Commencement Date" for such phase set forth in Attachment A, and shall diligently and continuously prosecute each phase of the Services at such a rate as will allow the Services for each phase to be fully provided, performed and completed in full compliance with this Contract not later than the "Completion Date" for such phase set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

### **1.3 Required Submittals**

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information required to be submitted by Consultant under this Contract (“Required Submittals”).

B. Time of Submission and Owner’s Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment A, or otherwise in this Contract. If no time for submission is specified for any Required Submittal, then that Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner’s opinion, to permit Owner to review that Submittal same prior to the commencement of any part of the Services to which that Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner’s review and approval of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner. The Consultant shall not be held liable for claims of delay caused by the Owner’s failure to timely review and approve any Required Submittal.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services resulting from Consultant’s, or its Sub-consultant’s, delay in providing Required Submittals conforming to this Contract.

### **1.4 Review and Incorporation of Contract Provisions**

Consultant represents and declares that it has carefully reviewed, and fully understands, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

### **1.5 Financial and Technical Ability to Perform**

Consultant represents and declares that it is financially solvent, and has the financial resources necessary, and has sufficient experience and competent, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

### **1.6 Time**

Consultant represents and declares that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

### **1.7 Consultant’s Personnel and Sub-Consultants**

A. Consultant’s Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation, the “Key Project Personnel” identified in Attachment C. Consultant shall provide to Owner telephone numbers at which the Key Personnel can be reached during business hours. Consultant and Owner may, by mutual agreement, make changes and additions to the designations of Key Project Personnel. Consultant shall have no claim for a Change Order, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution of Key Project Personnel.

B. Approval and Use of Sub-Consultants. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All sub-consultants and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any sub-consultant or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all sub-consultants of Consultant. Every subcontract shall include a provision binding the sub-consultant to all provisions of this Contract.

C. Removal of Personnel and Sub-Consultants. If any personnel or sub-consultant fails to perform the part of the Services undertaken by it in compliance with this Contract or in a manner reasonably satisfactory to Owner, Consultant, immediately upon notice from Owner, shall remove and replace such personnel or sub-consultant. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

### **1.8 Owner's Responsibilities**

Owner shall, at its sole cost and expense: (i) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require approval of Owner's Board of Commissioners; (ii) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (iii) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (iv) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (v) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant and are necessary for the performance of the Services, and are not already provided for in this Contract; (vi) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (vii) review Required Submittals and other reports, documents, data, and information presented by Consultant as appropriate; (viii) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant; (ix) attend Project related meetings; and (x) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

### **1.9 Owner's Right to Terminate or Suspend Services for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, at any time and for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (i) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (ii) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights, if any, to withhold and deduct as provided in this Contract.

## **ARTICLE II - CHANGES AND DELAYS**

### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes to the timing or scope of the Services to be provided pursuant to this Contract (a "Services Change Order"). When a Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation. Consultant shall not undertake any change in the Services without receipt of an executed Change Order from Owner.

### **2.2 Delays**

For any delay resulting from a cause that Consultant could not reasonably avoid or control, Consultant, upon timely written application, shall be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

### **2.3 No Constructive Change Orders**

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including or fully including an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled or, if Consultant believes that any requirement, direction, instruction, interpretation, determination or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included or fully included in a Change Order, then Consultant shall submit to Owner a written request for the issuance of or revision of a Change Order including the equitable adjustment or the additional equitable adjustment in the Contract Price or Contract Time that Consultant claims has not been included or fully included in a Change Order. Such request shall be submitted before Consultant proceeds with any Work for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two (2) business days after receipts of such Change Order or receipt of notice of such requirement, direction instruction, interpretation, determination or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two (2) business days after receipt by Owner of such request, proceed without delay to perform the Work in compliance with the Change Order or as required, directed, instructed, interpreted or decided by Owner, and shall, pending a final resolution of the issue, keep a daily record of such Work. Unless Consultant submits such a request within two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination or decision, Consultant shall be conclusively deemed (i) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time; and (ii) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination or decision.

### **ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES**

#### **3.1 Representation of Compliance**

A. Scope of Representation. Consultant shall perform all Services in conformance with this Contract, free from defects and flaws in design, and in accordance with the Standard of Performance (the "Representation of Compliance").

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guarantee that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

#### **3.2 Corrections**

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Contract. Consultant shall correct and remedy all of its errors, omissions, and negligent acts related to the Services, including without limitation typographical errors, grammatical errors, unintentional errors, spacing errors, or any similar errors (collectively, "Typographical Errors"), promptly and without charge when such a request is made by Owner prior to printing.

#### **3.3 Risk of Loss**

The Services shall be provided, performed, and completed at the risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, or negligent acts and for any losses or costs to repair or remedy any work undertaken by Owner based on the Services as a result of any such errors, omissions, or negligent acts. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for such damages, losses, or costs.

### **ARTICLE IV - PAYMENT**

#### **4.1 Contract Price**

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article IV and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

#### **4.2 Taxes, Benefits and Royalties**

The Contract Price includes applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on or the incorporation into the Services of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Consultant waives and releases any claim against Owner arising from the payment of any such tax, contribution, premium, benefit, cost, royalty, or fee.

### **4.3 Invoices**

Consultant shall, as a condition precedent to its right to receive payment, submit to Owner an invoice for each phase of the Services accompanied by such receipts, vouchers, and other documents as may be necessary to reasonably establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any lien or other interest of any party in regard to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (i) a general description of each component of Services provided for that particular phase, the amount of hours worked for each such component, and the amount billed for each such component; (ii) the Total Amount Billed in the current phase, as defined in Paragraph 3 of Attachment A; (iii) Consultant's certification that the Down Payment in the amount of \$4,250 has been applied to the Total Amount Billed in the invoice before any Additional Payment is required from Owner to Consultant, as set forth in Paragraph 3 of Attachment A; and (iv) any Additional Payment that Owner must make to the Consultant or any Down Payment Refund that Consultant must make to the Owner, whichever may be applicable, as those terms are defined in Paragraph 3 of Attachment A. If a Down Payment Refund is required pursuant to Paragraph 3 of Attachment A, such Down Payment Refund shall be issued at the time of the issuance of any invoice pursuant to this Section 4.3

### **4.4 Acceptance and Payment**

Consultant shall complete each phase of the Services by the Completion Date for such phase. Each phase of the Services shall be considered complete on the date of written acceptance by Owner of that particular phase of the Services, which acceptance shall not be unreasonably withheld or delayed. Each phase of the Services shall be deemed accepted by Owner if not objected to in writing within seven (7) days after receipt of final proofs from printer for that particular phase. Upon acceptance of a phase of the Services by the Owner, Consultant shall issue an invoice for that particular phase of the Services, and if applicable, any Down Payment Refund as set forth in Paragraph 3 of Attachment A. If Additional Payment for that particular phase of the Services is required pursuant to Paragraph 3 of Attachment A, Owner shall pay to Consultant within fourteen (14) days after receipt of the invoice for that phase of the Services any Additional Payment requested for payment by Consultant in the invoice after deducting therefrom charges, if any, against Consultant as provided for in this Contract, so long as such payment would not cause the Owner to exceed a total payment for the Services exceeding the Total Contract Price. The acceptance by Consultant of payments with respect to each phase of the Services shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, or demands for further payment of any kind for that particular phase of the Services.

### **4.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract, such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (i) Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete; (ii) damage for which Consultant is liable under this contract; (iii) liens or claims of lien, regardless of merit; (iv) claims of Sub-consultants, suppliers or other persons, regardless of merit; (v) delay in the progress or completion of the Services; (vi) inability of Consultant to complete the Services; (vii) failure of Consultant to perform any of its obligations under this Contract; (viii) any other failure of Consultant to perform any of its obligations under this Contract; (ix) the cost to Owner including attorneys' fees and administrative costs of correcting

any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 5.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 4.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered or sustained by Owner and chargeable to Consultant under this Contract.

#### **4.6 Accounting**

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at the office of Consultant during normal business hours during this Contract and for a period of three years after termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

### **ARTICLE V - REMEDIES**

#### **5.1 Owner's Remedies**

If it should appear at any time prior to Final Payment that Consultant has failed or refused to prosecute, or has delayed in the prosecution of the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this contract, or has attempted to assign this Contract or Consultant's rights under this contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused or delayed to perform or satisfy any other requirement of this Contract, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Consultant's receipt of written notice of such Event of Default, Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete to accelerate all or any part of the Services, and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.
- B. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete or dilatory Services as part thereof and make an equitable reduction in the Contract Price.
- C. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- D. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant any and all costs including attorneys' fees and administrative expenses incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- E. Owner may recover any damages suffered by Owner.

If Owner fails to provide notice of a Typographical Error in a proof to Consultant prior to the commencement of printing of that proof, then Owner will have no claim against Consultant related to, or any remedy against Consultant for, such Typographical Error.

## **5.2 Terminations and Suspensions by Owner Deemed for Convenience**

Any termination or suspension by Owner of Consultant's rights under this Contract for an alleged Event of Default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

## **5.3 Attorney Fees**

If an Event of Default is alleged by either party, the substantially prevailing party in any litigation shall be entitled to receive as additional damages their reasonable attorney's fee and costs incurred in enforcing the contract.

# **ARTICLE VI - LEGAL RELATIONSHIPS AND REQUIREMENTS**

## **6.1 Binding Effect**

This Contract shall be binding on Owner and Consultant and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

## **6.2 Relationship of the Parties**

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (i) to create the relationship of principal and agent, partners, or joint ventures between Owner and Consultant or (ii) to create any relationship between Owner and any sub-consultant of Consultant.

## **6.3 No Collusion**

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the



Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

#### **6.4 Assignment**

Consultant shall not (i) assign this Contract in whole or in part, (ii) assign any of Consultant's rights or obligations under this Contract, or (iii) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

#### **6.5 Confidential Information**

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

#### **6.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, nor any order by Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant or of any requirement or provision of this Contract or of any remedy, power or right of Owner.

#### **6.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation (other than Owner and Consultant) shall be made or be valid against Owner or Consultant.

#### **6.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when: (i) delivered in person on a business day at the address set forth below; (ii) on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested; or (iii) sent by email on a business day at the address set forth below.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, Illinois 60048  
Attention: Sue Hawkins  
Email: shawkins@LCFPD.org

Notices and communications to Consultant shall be addressed to and delivered at the following address:

NAME Jell Creative Inc.

ADDRESS 4410 N. Ravenswood, Suite 200

CITY STATE Chicago, IL 60640

Attention: Joe Grossmann

Email: joe@jellcreative.com

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 6.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

#### **6.9 Governing Laws**

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

#### **6.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

#### **6.11 Compliance with Laws and Grants**

Consultant shall perform, or cause its Sub-consultants to perform, the Services in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. This requirement includes, but is not limited to, compliance with the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with applicable conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be liable for any fines or civil penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of Consultant's or its sub-consultants' improper performance of, or failure to properly perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### **6.12 Ownership of Documents**

Owner shall be deemed the owner of and shall retain all rights, title, interest, trademark rights, copyright rights, and other intellectual property rights in and to any issue of the Horizons newsletter and any other materials produced pursuant to this Contract. However, if such

material includes any article, photograph, or other material in which others own intellectual property rights, then nothing in this Agreement is intended to limit or change such rights. Consultant represents and warrants that it will: (i) have full right and authority to convey to the District ownership of any material that it creates or produces for the Services; or (ii) if it does not have such full right and authority, describe to Owner in writing which created or produced material it does not have such right and authority to convey.

**6.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

**6.14 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

**6.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefore, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefore.

**6.16 Amendments**

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed as of the day and year first written above.

(SEAL)

Attest/Witness

LAKE COUNTY FOREST PRESERVE DISTRICT

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

\_\_\_\_\_

Julie Gragnani

Alex Ty Kovach

Title: Secretary

Title: Executive Director

Attest/Witness

JELL CREATIVE, INC.

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

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

Joe Grossmann

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

Title: Founder and Creative Director

**ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. Project:  
Provide comprehensive creative design, layout and production services for four issues of the District's quarterly newsletter, Horizons: fall 2017, winter 2017, spring 2018, summer 2018. Services include: graphic design and layout of the full 20-page publication based on draft content and photography provided; editorial planning at the start of each issue; copywriting, copyediting and design development during layout process; and package and prepare high resolution files for prepress and final production.  
  
The Services include, but are not limited to, all of the Services provided in Consultant's detailed Scope of Work. See Attachment B.
2. Commencement Dates:  
Phase I/Fall Issue: May 31, 2017  
Phase II/Winter Issue August 31, 2017  
Phase III/Spring Issue November 30, 2017  
Phase IV/Summer Issue: February 28, 2018
3. Completion Dates:  
Phase I/Fall Issue: July 31, 2017  
Phase II/Winter Issue October 31, 2017  
Phase III/Spring Issue: January 30, 2018  
Phase IV/Summer Issue: April 30, 2018
4. Contract Price:
  - A. Down Payment:  
  
Owner shall pay Consultant the sum of \$4,250.00 as a Down Payment for each phase of the Services at least seven (7) days before each of the Commencement Dates listed in Paragraph 3 of this Attachment A. Consultant shall have no duty to commence a phase of the Services until the Owner has paid the Down Payment for that phase of the Services to the Consultant. Pursuant to Paragraph 4.B of this Attachment A, any Down Payment shall be applied to the Total Amount Billed in any invoice before any Additional Payment is required from Owner to Consultant.
  - B. Total Amount Billed and Additional Payment  
  
Pursuant to Section 4.3 and 4.4 of the Agreement and upon approval by Owner of each phase of the Services, Consultant shall issue to Owner an invoice specifying the Total Amount Billed for that particular phase of the Services. Any Down Payment made by Owner to Consultant for that phase of the Services shall be applied to the Total Amount Billed for that phase of the Services in the invoice before any Additional Payment is required from Owner to Consultant. If the Total Amount Billed in an invoice for a phase of the Services is greater than the Down Payment made for that phase, then the difference between the Total Amount Billed and the Down Payment shall represent the Additional Payment that Owner must make to the Consultant for that phase of the Services. If the Total Amount Billed in an invoice for a phase of the Services is less than the Down Payment made for that phase, then the difference between the Down Payment and the Total Amount Billed shall represent the Down Payment Refund that the Consultant shall refund to the Owner at the time of the issuance of the invoice for that particular phase. Total Amount Billed shall not exceed \$10,000.00 for each

phase of the Services and any Additional Payment from the Owner to Consultant required for each phase of the Services shall not exceed \$5,750.00. Owner shall have 14 days from the date of receipt of the invoice for each phase of the Services to remit to the Consultant the Additional Payment required for that phase of the Services.

C. Total Contract Price

The total amount required to be paid by Owner to Consultant under this contract, including all Down Payments and Additional Payments, shall not exceed \$40,000.00.

**ATTACHMENT B - CONSULTANT'S SCOPE OF WORK**

Graphic design and layout services for four issues of the District's quarterly newsletter, Horizons: fall 2017, winter 2017, spring 2018 and summer 2018 issues:

**Planning, design, & completion of full issue**

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1. **Editorial planning**  
Quarterly meeting to discuss upcoming issue; *please note: initial meeting may approach budget high-end*
2. **Asset management**  
Receipt and review of assets and draft text
3. **Design**  
Design and layout of full 20-page issue of Horizons (1 concept), based on content and photography provided by Client; delivered as PDF  
Client review  
1–2 rounds of revisions  
OPTION: Color comps of features, including delivery  
OPTION: Additional rounds of revisions, each  
OPTION: Additional design concepts, each
4. **Copy editing and development**  
Basic copy editing and proofreading in collaboration with Client  
OPTION: Copy direction and writing in collaboration with Client
5. **Prepress**  
Critical but minor text revisions  
Color correction of 40–70 photos  
OPTION: Color correction of additional photos, each  
OPTION: Color comps of entire issue, including delivery  
Preparation and submission of press-ready PDF files
6. **OPTION: Print management**  
Printer management (including quality control and tracking)  
On-site press check
7. **Project management**  
Planning & scheduling, internal reviews, quality assurance, general oversight and management

**ATTACHMENT C - KEY PERSONNEL**

1. Key Project Personnel – Owner

NAMES	TELEPHONE NUMBERS
Katherine Hamilton-Smith, Director Public Affairs and Development	847-968-3380
Sue Hawkins, Public Affairs Manager	847-968-3207

2. Key Project Personnel – Consultant

NAMES	TELEPHONE NUMBERS
Joe Grossmann, Founder and Creative Director	773-769-5000
Ashley Reed, Project Manager	773-769-5000