



DATE: November 2, 2020

TO: Jennifer Clark, Chair
Legislative Committee

Terry Wilke, Chair
Finance Committee

FROM: Alex Ty Kovach
Executive Director

RECOMMENDATION: Recommend approval of a Resolution awarding a contract for Legislative Consulting Services to Strategic Advocacy Group, LLC, Springfield, Illinois, for a two-year period from January 1, 2021 through December 31, 2022 in the total Contract Price of \$51,745.00.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability.

FINANCIAL DATA: Funds for these services were approved as part of the FY 2021 General Corporate Budget in account 11104000-706800 in the amount of \$27,500.00.

BACKGROUND: Strategic Advocacy Group (SAG) has been representing the District's interest in Springfield since 2017. SAG's professionals act as lobbyists and advisors on legislation in the General Assembly and as conduits to State agencies and officials as needed. SAG was originally chosen through a joint Request for Proposal process with the County and also acts as the County's legislative consultant. Staff has found SAG to be professional, responsive and effective, and recommends engaging their services for the next two years.

The attached resolution would approve a contract for calendar years 2021 and 2022 in the total amount of \$51,745.00 (\$25,680.00 for 2021 and \$26,065.00 for 2022) with SAG for legislative consulting services, including effectuating the District's State legislative program.

SAG's Consultant Disclosure Statement, required by the District's Purchasing Policy, is attached to this memorandum.

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

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

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

WHEREAS, the Lake County Forest Preserve District (the "District") desires to purchase the services of a legislative consultant for calendar years 2021 and 2022 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, the Purchasing Manager has solicited a proposal for the Services; and

WHEREAS, the District's staff, the Purchasing Manager, the Executive Director, the Legislative Committee, and the Finance Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by Strategic Advocacy Group, LLC be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Strategic Advocacy Group, LLC (the "Contract") in the total amount of \$51,745.00 (\$25,680.00 in the first year and \$26,065.00 in the second year) (collectively, the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Strategic Advocacy Group, LLC 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 Strategic Advocacy Group, LLC. 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 3: 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 _____, 2020.

AYES:

NAYS:

APPROVED this ____ day of _____, 2020.

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gagnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



October 13, 2020

Christine Miller
Purchasing Manager
Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048

RE: Legislative Consulting Contract

Dear Ms. Miller:

As you requested, this letter is intended to memorialize the retention of our services for a two year period 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 January 1, 2021 to December 31, 2022. 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 and consistent with the District's State legislative program, approved by the Lake County Forest Preserve Board of Directors. 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 during the first year of this agreement shall be a fixed amount of \$25,680 for the period from January 1, 2021 to December 31, 2021. The payment schedule will be \$6,420.00 in January, April, July, and October 2021.

The fee for legislative consulting services during the second year of this agreement shall be a fixed amount of \$26,065 for the period from January 1, 2022 to December 31, 2022. The payment schedule will be \$6,516.25 in January, April, July, and October 2022.

These fixed amounts 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.

STRATEGIC ADVOCACY GROUP

2309 Mariners Point Lane · Springfield, Illinois 62712
info@StrategicAdvocacyGroup.com · (217) 622-0309

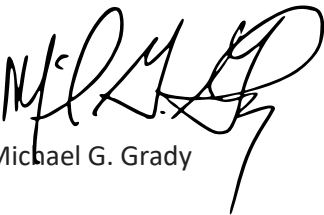
4. Insurance. Contractor agrees to provide the District with a Certificate of Insurance and endorsements consistent with the coverages and exceptions described in the Proposal For Services RFP #16192. Contractor will provide certificates at least thirty (30) days prior to the commencement of this contract 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: _____



Consultant Disclosure Statement

Each Consultant proposing to perform Covered Services for the Lake County Forest Preserve District (the “District”) is required to complete this form and make disclosures (i) on its behalf, unless it is a Publicly Traded Consultant, (ii) on behalf of its Disclosure-Covered Owners, unless it is a Publicly Traded Consultant, and (iii) on behalf of its Disclosure-Covered Employees, even if Consultant is a Publicly Traded Consultant. Please refer to Section II below for definitions of terms. If Consultant is a Publicly Traded Consultant, please complete Sections I, III, and V. If Consultant is not a Publicly Traded Consultant, please complete Sections I, IV, and V.

I. Identification of Consultant and Related Parties:

Consultant Name:	Strategic Advocacy Group, LLC
Consultant Address:	2309 Mariners Point Ln, Springfield, IL 62712
Person Certifying Statement for Consultant, including Phone # and Email Address:	Michael G. Grady (217) 622-0309 grady@strategicadvocacygroup.com
Covered Services:	State Legislative Consulting
Names of Disclosure-Covered Owners (if none, please insert “N/A”):	Michael G. Grady
Names of Disclosure-Covered Employees (if none, please insert “N/A”):	Derek Blaida

II. Defined Terms:

- a) “Campaign Contribution” is defined in Section 9-1.4 of the Illinois Election Code, 10 ILCS 5/9-1.4.
- b) “Candidate Political Committee” is defined in Section 9-1.8(b) of the Illinois Election Code, 10 ILCS 5/9-1.8(b).
- c) “Consultant” is a person or entity that submits a proposal to enter into a contract with the District, or a proposal for a change order to such a contract, that calls for the Consultant to perform Covered Services.
- d) “Covered Services” are the “Covered Services” identified above by District staff, which have an expected price greater than \$25,000.00, taking into account the original contract price for the Covered Services plus the prices of all change orders to such original contract.
- e) “Disclosure-Covered Owner” is a person or entity that, directly or indirectly (including without limitation ownership through a corporation, limited liability company, joint venture, or partnership) owns at least 7.5%

of a Consultant that is not a Publicly Traded Consultant. If the Consultant is a natural person, then the Consultant is a Disclosure-Covered Owner.

- f) "Disclosure-Covered Employee" is each Consultant employee or independent contractor who will receive a direct financial benefit (including without limitation a commission, bonus, or salary increase) if the District awards the proposed contract or change order to the Consultant. If the Consultant is a natural person, then the Consultant is a Disclosure-Covered Employee.
- g) "Family Member" is a person related as a parent; child; sibling; uncle or aunt; great aunt or great uncle; first cousin; nephew or niece; spouse or civil union partner; grandparent; grandchild; parent-in-law, child-in-law, sibling-in-law, or grandparent-in-law, whether that in-law relationship is created by marriage or civil union; stepparent; stepchild; stepsibling; half sibling; and fiancé or fiancée.
- h) "Publicly Traded Consultant" is a Consultant whose common stock is traded on a nationally recognized securities market.

III. Required Disclosures for Publicly Traded Consultant:

- a) **Securities Market:** Please identify the nationally recognized securities market on which Consultant's common stock is traded: _____.
- b) **Campaign Contribution Disclosure:** Please disclose each Campaign Contribution made by your Disclosure-Covered Employees to the following persons/entities within the two (2) years preceding the date on which the proposal for Covered Services is submitted:
 - i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both;
 - ii. a County-wide elected official; or
 - iii. a Candidate Political Committee of a Lake County Board member or a County-wide elected official.

Donor/ Disclosure-Covered Employee	Recipient of Donation	Donation Type (e.g., cash, in-kind service,)	Amount of Donation	Date of Donation

- c) **Familial Relationship Disclosure:** Please disclose each Family Member of your Disclosure-Covered Employees who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Covered Employee to Family Member

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IV. Required Disclosures for Consultants that are Not Publicly Traded Consultants:

- a) **Campaign Contribution Disclosure:** Please disclose each Campaign Contribution made by your Disclosure-Covered Owners or Disclosure-Covered Employees to the following persons/entities within the two (2) years preceding the date on which the proposal for Covered Services is submitted:
- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both;
 - ii. a County-wide elected official; or
 - iii. a Candidate Political Committee of a Lake County Board member or a County-wide elected official.

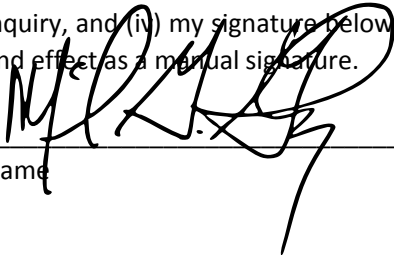
Donor/ Disclosure-Covered Owner or Disclosure-Covered Employee	Recipient	Description (cash, item, in-kind service, etc.)	Amount/ Value	Date Made
N/A				

- b) **Familial Relationship Disclosure:** Please disclose each Family Member of a Disclosure-Covered Owner or Disclosure-Covered Employee who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Owner or Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Owner or Disclosure Covered Employee to Family Member
N/A			

V. Consultant Certification and Signature:

By signing below, I certify that (i) I am authorized to make the disclosures above on behalf of Consultant, Disclosure-Covered Owners, and Disclosure-Covered Employees, (ii) I have read and understand this Consultant Disclosure Statement, (iii) the above disclosures are accurate and complete, to the best of my knowledge after making reasonable inquiry, and (iv) my signature below, if electronic, is intended to authenticate this writing and to have the same force and effect as a manual signature.



 Name

10/15/20

 Date