

DATE: June 28, 2021

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

Julie Simpson, Chair
Finance Committee

FROM: Mary E. Kann
Director of Administration

RECOMMENDATION: Recommend approval of a Resolution awarding a three-year Contract for Web Hosting and Support Services for the District's Public Website to Svanaco, Inc. dba AmericanEagle.com in the amount of \$210,600.00.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: The contract price is \$5,850.00 monthly, totaling \$210,600.00 over the three-year agreement. These services are budgeted in FY2021 in account 19224000-704700 in the amount of \$70,200.00.

BACKGROUND: The District awarded a contract in 2011 to Svanaco, Inc. DBA AmericanEagle.com, to design, build, host, and support the District's website (LCFPD.org). The website went live in November, 2014. Further, it was redesigned in 2021 to allow for ADA accessibility, as well as to support mobile devices. Ongoing Payment Card Industry (PCI) compliant website hosting, development, and maintenance from AmericanEagle.com is required to maintain and enhance the District's website.

REVIEW BY OTHERS: Chief Operations Officer, Information Technology Officer, Director of Finance, Corporate Counsel.

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

**A RESOLUTION AWARDING A THREE-YEAR CONTRACT
FOR WEBSITE HOSTING AND SUPPORT SERVICES FOR THE DISTRICT'S PUBLIC
WEBSITE TO AMERICAN EAGLE.COM**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to purchase services to host, develop, and maintain its public website (the "Services"); and

WHEREAS, the Director of Administration and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the Director of Administration has solicited a proposal for the Services from Svanaco, Inc. dba AmericanEagle.com (the "Proposal"); and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Administration, the Operations Committee, and the Finance Committee have reviewed the Proposal and recommend that the Board of Commissioners (i) find that the Proposal submitted by AmericanEagle.com is the proposal that is most advantageous to the District; and (ii) award a contract for the Services to AmericanEagle.com (the "Contract") in an amount not to exceed \$210,600.00 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the Proposal for the Services submitted by AmericanEagle.com 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 AmericanEagle.com.

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 _____, 2021.

AYES:

NAYS:

APPROVED this ____ day of _____, 2021

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

WEBSITE HOSTING AND MONTHLY SUPPORT RETAINER AGREEMENT

This Agreement, made and entered into this 14th day of June, 2021, is by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, an Illinois unit of local government and a political subdivision, having its principal office located at 1899 West Winchester Road, Libertyville, Illinois 60048 ("District") and SVANCO, INC. DBA AMERICANEAGLE.COM, having its principal place of business at 2600 S. River Road, Des Plaines, IL 60018.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1 - Term

1.01 Term. This Agreement shall be in effect for three years, from July 1, 2021 through June 30, 2024. The District may terminate this Agreement on or after January 1, 2022.

Article 2 - Services

2.01 Services. Americaneagle.com shall provide the following services to the District (collectively, the "Services"):

- (i) Ameircaneagle.com shall host the District's website in their PCI compliant data center in Chicago, IL. This facility provides dedicated OC-3 and T-3 redundant circuits, backup generator facilities with a 20-hour backup system. Americaneagle.com shall provide 24x7 monitoring and alerting services, firewall and antivirus systems, secured facilities, and a dedicated server for the lcfpd.org website. Additionally Americaneagle.com shall also provide a development website environment used for testing new programming. ("Hosting Services").
- (ii) Americaneagle.com shall provide iDev Search services. This functionality includes website search results based on keyword search, sort filters, spell checks, relevancy sorting, narrow by selections, and term reports. ("iDev Services").
- (iii) Americaneagle.com shall provide support services of the type that it customarily and ordinarily provides to its customers for which it hosts websites, including but not limited to designing new banner ads, implementing new site features, making database changes, account management, training, graphics, HTML coding, programming, technical support, analytics, and content entry (the "Retainer Services"). Americaneagle.com will allocate 30 hours of time to each month during the term of this Agreement ("New Hours") for the performance of Retainer Services. Each month, Americaneagle.com shall expend the following amount of time performing Retainer Services: 30 New Hours allocated to that month plus any New Hours that were allocated to any prior month during the term of this Agreement, but have not been expended performing Retainer Services ("Unused

Hours") (the New Hours allocated to a month plus the accrued Unused Hours are referred to as the "Monthly Maximum Hours" for that month). Unused Hours will be calculated in tenths of an hour, will accrue month to month, will not expire, and may be used by the District at any time during the term of this Agreement.

- 2.02 Account Manager and Staff. Americaneagle.com shall appoint an account manager to perform or cause the performance of the Services, who has a working knowledge of all aspects of website development, including programming, design, management, marketing and consulting. The account manager shall complete the majority of the Services but may use other Americaneagle.com employees, as needed, to perform the Services. Americaneagle.com represents and warrants that (i) it is able to allocate sufficient resources to timely perform the Services and (ii) its account manager and staff will provide the Services at the highest professional standards.
- 2.03 Shared Server Environment. Americaneagle.com will provide the District with (i) 2GB of disk space and 350 GB of monthly data transfer and (ii) additional space and bandwidth, if requested by the District, for the amount listed in Section 3.02 of this Agreement.

Article 3 - Pricing and Fees

- 3.01 Required Fees. Except as specifically provided in this Agreement, the District shall pay Americaneagle.com a monthly fee in the amount of Five Thousand Eight Hundred Fifty Dollars (\$5,850.00), calculated as follows:

Hosting Services	\$1,250.00
iDev Search Services	\$ 100.00
Retainer Services	\$4,500.00
TOTAL	\$5,850.00

- 3.02 Data Transfer Overages and Disk Space Overages. Americaneagle.com will charge the District for (i) data transfer overages at the rate of One Dollar (\$1.00) for each additional 1 GB per month and (ii) additional disk space at the rate of Fifty Dollars (\$50.00) for each additional 1 GB per month.
- 3.03 Standard Hourly Rate. If, in any month during the term of this Agreement, the District requests Retainer Services that will require Americaneagle.com to expend more than the Monthly Maximum Hours for that month, then the District shall pay Americaneagle.com the standard rate of Two Hundred Dollars (\$200.00) per hour for the Retainer Services provided in excess of the Monthly Maximum Hours. If the District requests that Americaneagle.com provide Retainer Services and Americaneagle.com does not notify the District in writing prior to providing such Retainer Services that the such Retainer Services are not included in the Monthly Maximum Hours and will require payment at the standard rate as set forth herein, then it will be conclusively presumed that the requested Services are included in the Monthly Maximum Hours.

3.04 Large Projects. If the District requests Services that, Americaneagle.com reasonably determines requires a full development team, then Americaneagle.com shall so notify the District and such Services will not be included in the Monthly Maximum Hours. At the District's request, Americaneagle.com will provide the District with a separate proposal or formal quote for such a project.

Article 4 - Additional Provisions

4.01 Governing Laws. This Agreement and the rights of the District and Americaneagle.com under this Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

4.02 Severability. The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement 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 Agreement shall be in any way affected thereby.

4.03 Amendments. Except as specifically provided in this Agreement, no modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the District and Americaneagle.com.

4.04 Authority. The District and Americaneagle.com each represent and warrant that the person executing this Agreement on its behalf has proper authority to enter into this Agreement on its behalf.

4.05 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement between the parties hereto.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed, effective as of the date first written above.

Lake County Forest Preserve District

Svanaco, Inc. d/b/a Americaneagle.com

Signature: _____

Signature: Michael Svanascini

Name: _____

Name: Michael Svanascini

Title: _____

Title: President

Date: _____

Date: June 14, 2021