



DATE: June 5, 2023

Agenda Item # 10.3

TO: Gina Roberts, Chair
Finance Committee

FROM: Rebekah Snyder
Director of Community Engagement & Partnerships

RECOMMENDATION: Recommend approval of a Resolution Approving a Contract for Speaking Engagements with Joel Sartore Photography in an amount not to exceed \$52,500.00.

STRATEGIC DIRECTIONS SUPPORTED: Communication, Education, and Outreach;
Organizational Stability

FINANCIAL DATA: An initial payment of \$25,000.00 is required in FY23 to secure the desired dates in 2024. This will be paid in equal amounts of \$12,500.00 from the General District Consulting account (11104000-701500) and the Community Engagement & Partnerships Consulting account (11354000-701500). Funding in the amount of \$12,500.00 will be provided by the Preservation Foundation to partially fund the cost of the contract in 2023.

The \$25,000.00 balance and reimbursement for reasonable and customary travel expenses (up to \$2,500.00) will be paid in FY24 from Community Engagement & Partnerships Consulting account (11354000-701500). Funding to offset these costs in 2024 will be provided by the Preservation Foundation.

BACKGROUND: Joel Sartore is an award-winning photographer, speaker, author, conservationist, and the 2018 National Geographic Explorer of the Year. He specializes in documenting endangered species and landscapes around the world and is the founder of the Photo Ark, a 25-year documentary project. The goal of the Photo Ark is to document every at-risk species living in zoos and wildlife sanctuaries, inspire action through education, and protect wildlife by supporting on-the-ground conservation efforts. This project is partially funded by Mr. Sartore's speaking fees.

The proposed contract will engage Mr. Sartore for three separate speaking events. Each event will be uniquely tailored to three different audiences. On May 16, 2024, he will speak at a private event designed to raise awareness of the Preservation Foundation, the endowment campaign, and the importance of local conservation. On May 17, Mr. Sartore will deliver a presentation at a meeting for all Forest Preserve staff. Finally, on the evening of May 17, he will serve as the keynote speaker at a gala-style event hosted by the Preservation Foundation. The latter will serve as the official launch of the public phase of the Foundation's endowment campaign.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JUNE MEETING
JUNE 14, 2023**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **FINANCE COMMITTEE** presents herewith “A Resolution Awarding a Contract to Joel Sartore Photography for Speaking Engagements” and requests its approval.

FINANCE COMMITTEE:

Date: 6-5-2023 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION AWARDING A CONTRACT TO
JOEL SATORE PHOTOGRAPHY FOR SPEAKING ENGAGEMENTS**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to retain a speaker for three events in 2024 (the "Services"); and

WHEREAS, the Director of Community Engagement & Partnerships and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the Director of Community Engagement & Partnerships has solicited a proposal for the Services; and

WHEREAS, the District staff, the Purchasing Manager, the Director of Community Engagement & Partnerships, and the Finance Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal for the Services submitted by Joel Sartore Photography be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Joel Sartore Photography (the "Contract") in a total amount not to exceed \$52,500.00 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Joel Sartore Photography 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, and in substantially the form attached hereto, is hereby awarded to Joel Sartore Photography.

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 _____, 2023.

AYES:

NAYS:

APPROVED this _____ day of _____, 2023.

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Engagement Agreement

1. The Lake County Forest Preserves (Client) agrees to host three presentations with Joel Sartore (Speaker):
May 16, 2024 presentation and private dinner in or near Lake Forest, IL
May 17, 2024 afternoon staff presentation in or near North Chicago, IL
May 17, 2024 evening presentation, open to the public in or near Libertyville, IL
2. Client agrees to pay \$25,000 for the first event and \$12,500 each for the additional two events for a total of \$50,000 as a speaking fee, payable as provided in part 3, below. Client will also pay all reasonable and customary travel expenses incurred by Speaker, including: round-trip airfare, hotel, meals, rental car or taxi fees, and other incidental expenses.
3. Client shall pay an advance of \$25,000 which will be credited against the above-described payment for the engagement. This advance is due within 30 days of the signed agreement or prior to the Client distributing promotional material, whichever is sooner. Client agrees that by accepting this engagement, Speaker is foregoing other opportunities for income. Therefore, it is agreed that this advance is non-refundable, notwithstanding the provisions of part 4, below, unless Speaker cancels the presentation. The balance of the payment and expenses for the engagement shall be paid to the Speaker on or before the date of the event.
4. This agreement shall be considered binding between the parties, except for reasons that make the engagement impossible, including, but not limited to, substantial destruction of the facilities at the location of the engagement, natural disasters or other catastrophe. If Speaker breaches this agreement for any reason other than a force majeure occurrence, Speaker and Client will do everything reasonably within their power to determine an alternate date agreeable to both parties. If no such date can be agreed upon, the contract is breached and both parties are freed from their obligations.
5. Client will supply, at its own expense, all facilities at the location and facilities for use by the audience including methods to display photographs, video and audio. Client shall be responsible for all aspects of management for the engagement. This shall include furnishing box office and admission personnel and security personnel. Client shall also accept liability for and save Speaker harmless from any and all claims for injury or damage made by members of the audience and for any and all damage to the property and facilities at the location of the engagement.
6. The event and participants must adhere to proper health and safety guidelines.
7. It is agreed by Client and Speaker that the terms and conditions of this Agreement (including, without limitation, the speaker fee) are confidential.
8. The validity, interpretation and performances of the Agreement shall be controlled by and construed under the laws of the State of Nebraska. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the federal or state courts located in the State of Nebraska and the parties hereby irrevocably consent to personal jurisdiction and venue therein.

9. This agreement is executed on behalf of the Speaker and the Client by persons authorized to act for each party and constitutes the entire agreement between the parties.

Signature of Speaker or his Agent

Joel Sartore Photography
4706 S 48th St
Lincoln, NE 68516
Phone: (402) 474-1006
E-mail: info@joelsartore.com
www.joelsartore.com

Date of Signature

Authorized Signature for Presenter

Address

City, State, Zip

Business Phone Number

Home Phone Number

Date of Signature

Consultant Disclosure Statement



Lake County Forest Preserves

Year

2023

INSTRUCTIONS FOR USE:

Completion of the Consultant Disclosure Statement is required if:

1. You are purchasing professional services from a Consultant/Vendor (either (a) in conjunction with products or goods (e.g., the actual software) or (b) not in conjunction with products or goods),
2. That purchase is through either (a) a new contract with a contract price that exceeds \$40,000.00 or (b) a change order that requires Board approval, and
3. You are not seeking competitive bids, but relying on the "personal confidence" exception, then the vendor is a "Consultant" who must complete a consultant disclosure form.

A Consultant/Vendor must submit a Consultant Disclosure form EACH time it submits a proposal for a purchase described in 1-3 above.

District staff to complete the information below.

Consultant to review and complete the remainder of the Disclosure Statement, sign and submit.

Consultant Disclosure Statement

Each Consultant (***bold/italicized*** words are defined in Section II below) proposing to perform ***Covered Services*** for the Lake County Forest Preserve District (the "District") is required, by the District's Purchasing Policy, 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 it is a ***Publicly Traded Consultant***. 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:

JOEL SARTORE

Consultant Address:

4706 S 48th St Lincoln, NE 68516

Person Certifying Statement for Consultant, including Phone # and Email Address:

Rebecca Wright; 402-474-1006; info@joelsartore.com

Covered Services

May 16, 2024 presentation and private dinner in or near Lake Forest, IL

May 17, 2024 afternoon staff presentation in or near North Chicago, IL

May 17, 2024 evening presentation, open to the public in or near Libertyville, IL

Names of Disclosure-Covered Owners (if none, please insert "N/A"):

joel Sartore

Names of Disclosure-Covered Employees (if none, please insert "N/A"):

N/A

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 person or entity to perform **Covered Services** for the District.
- d) "Covered Services" are the "Covered Services" identified above by District staff, which have an expected price greater than \$30,000.00, 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 (i) a natural person who is a **Consultant** or (ii) 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**.
- f) "Disclosure-Covered Employee" is (i) a natural person who is a **Consultant** or (ii) a **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**.
- 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 and identify the stock "ticket" symbol under which the **Consultant** is traded:

| | |
|-----------|---------|
| Exchange: | Symbol: |
|-----------|---------|

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 **Consultant's** proposal for **Covered Services** was submitted to the District:

- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both, or
- ii. a **Candidate Political Committee** of a Lake County Board member

| 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 Employee to Family Member |
|-----------------------|--|--|--|
| | | | |

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 **Consultant's** proposal for **Covered Services** was submitted to the District:

- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both, or
- ii. a **Candidate Political Committee** of a Lake County Board member

| 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 your *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, Consultant's Disclosure-Covered Owners, and Consultant's 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/Signature

Date

05/15/2023

