



DATE: July 31, 2023

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

Gina Roberts, Chair
Finance Committee

FROM: Rebekah Snyder
Director of Community Engagement & Partnerships

RECOMMENDATION: Recommend approval of a Resolution awarding a three-year Contract to Blackbaud, Inc., for constituent management and financial management software through September 14, 2026 in an amount not to exceed \$71,363.99.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: Funding in the amount of \$22,450.73 was included in the Fiscal Year 2023 Budget in General District Community Engagement and Partnerships Department account 11354000 701400.

BACKGROUND: Since 2006, the District has purchased various software packages from Blackbaud, Inc. to support the needs of the Development Division and the Preservation Foundation, beginning with Raisers Edge, a constituent management software package. In 2015, the District transitioned from the server-based Raisers Edge to the cloud-based Raisers Edge NXT. Also in that year, the District purchased Financial Edge NXT, a financial management software for the Preservation Foundation that offered direct integration with Raisers Edge NXT.

In 2020, the Board approved a three-year contract with Blackbaud for Raisers Edge NXT, Financial Edge NXT, and a record count increase to align all services under a single contract, which will end on September 14, 2023.

The proposed three-year contract will allow the Development Division to continue raising annual and endowed funds and support the Division's efforts to acquire new donors.

REVIEW BY OTHERS: Executive Director of the Preservation Foundation, Chief Operations Officer, Director of Finance, Manager of Board Operations, and Corporate Counsel.

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

**A RESOLUTION AWARDING A CONTRACT TO BLACKBAUD, INC. FOR
CONSTITUENT MANAGEMENT AND FINANCIAL MANAGEMENT SOFTWARE**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to purchase donor management software (the "Software"); and

WHEREAS, the Director of Community Engagement and Partnerships and the Purchasing Manager have determined that the Software requires personal confidence; and

WHEREAS, the Purchasing Manager has solicited a proposal for the Software from Blackbaud, Inc.; and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Community Engagement and Partnerships, and the Operations and Finance Committees have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by Blackbaud, Inc. be the proposal that is most advantageous to the District; and (ii) award a contract for the Software to Blackbaud, Inc. (the "Contract") in an amount not to exceed of \$71,363.99 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Blackbaud, Inc. is the proposal that is most advantageous to the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT:**

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Award of Contract. A Contract for the Software in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to Blackbaud, Inc.

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 terms.

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. _____



Renewal Form

Site ID: 27491
 Order Number: Q-378539
 PO Number:

65 Fairchild Street, Charleston, SC 29492

Bill To:	Purchased By:	Quoted Fees Valid	07/31/2023
Rebekah Snyder	Rebekah Snyder	Until:	
Lake County Forest Preserve	Lake County Forest Preserve District	Effective Date:	09/15/2023
District	1899 W Winchester Rd	Currency:	USD
1899 W Winchester Rd	Libertyville, IL 60048-5367 USA	Payment Terms:	Net 30
Libertyville, IL 60048-5367 USA			

Subscriptions

Net Selling Price

FE NXT Starter Offer

2 Users
 Included: eLibrary, Advanced Security, Cash Management, General Ledger,
 Project Grant Endowment, Accounts Payable

Billed: Annual
Contract term: 36 months Start Date: 9/15/2023 End Date: 9/14/2026

Year 1:	\$1,873.54
Year 2:	\$1,985.95
Year 3:	\$2,105.11

FE NXT View Only Add User 10 Pack

Billed: Annual
Contract term: 36 months Start Date: 9/15/2023 End Date: 9/14/2026

Year 1:	\$357.27
Year 2:	\$378.71
Year 3:	\$401.43

Online Express RE NXT Events

Billed: Annual
Contract term: 36 months Start Date: 9/15/2023 End Date: 9/14/2026

Year 1:	\$0.00
Year 2:	\$0.00
Year 3:	\$0.00

Online Express RE NXT Events

Billed: Annual
Contract term: 36 months Start Date: 9/15/2023 End Date: 9/14/2026

Year 1:	\$0.00
Year 2:	\$0.00
Year 3:	\$0.00

Online Express RE NXT Membership

Billed: Annual
Contract term: 36 months Start Date: 9/15/2023 End Date: 9/14/2026

Year 1:	\$0.00
Year 2:	\$0.00
Year 3:	\$0.00

Online Express RE NXT Membership

Billed: Annual

Year 1:	\$0.00
Year 2:	\$0.00

Contract term: 36 months Start Date: 9/15/2023 End Date: 9/14/2026

Year 3: \$0.00

Payment Enablement Fee

Year 1: \$600.00

Year 2: \$600.00

Year 3: \$600.00

Billed: Annual

Contract term: 36 months Start Date: 9/15/2023 End Date: 9/14/2026

RE NXT Pro Offer

Year 1: \$19,619.92

75,000 Records

Year 2: \$20,797.12

Included: RE NXT Email powered by Blackbaud SKY, SKY Reporting Entitlement, EFT, Tribute, Payment Processing, RE NXT eLibrary, Planned Gift Tracker, Search, Events, Alum for Alumni/ae Tracking, Membership, Volunteer, ResearchPoint, DES Internal Allocation NXT, RE NXT Pro

Year 3: \$22,044.94

Billed: Annual

Contract term: 36 months Start Date: 9/15/2023 End Date: 9/14/2026

Renewal Order Totals: \$71,363.99

Usage Allowance

RE NXT Pro

75,000 Records

General Terms

Enter text here to overwrite the above PO Number or add a note to the invoice:

The fees and terms on this Order Form are valid if executed by You on or before 07/31/2023. This Order Form is governed by the [Blackbaud Solutions Agreement](#) and by all other applicable terms and conditions in the [Online Terms and Conditions Center](#). By signing this Order Form, you agree to these terms.

A Blackbaud Solution you are purchasing on this Order Form includes payment processing capabilities and this Solution and your purchase are subject to the Blackbaud Payment Services Terms set forth at [paymentserviceterms.pdf \(blackbaud.com\)](#).

The payment enablement fee is a monthly fee that is billed annually and is applicable to customers using Blackbaud payment-enabled solutions. It supports Blackbaud’s investment in building, maintaining, and supporting secure, compliant, reliable online payment-enabled solutions. For further details on this fee, please visit: [www.blackbaud.com/paymentenablementfee](#).

Renewals:

Unless You notify Blackbaud in writing of Your desire to cancel on or before the deadline of forty-five (45) days prior to the start of the upcoming renewal term, (i) Your Subscription shall renew for consecutive terms of at least thirty-six (36) months; or (ii) if You are on a term greater than thirty-six (36) months, Your

Subscription shall renew for a term equal to your current term. Recurring fees are subject to an annual adjustment. A Renewal Notice, including any changes to recurring fees, will be sent to You at least ninety (90) days prior to the start of the upcoming renewal term.

Expenses, Invoicing and Payment:

- a. Expenses. If Blackbaud incurs reasonable travel and living expenses to perform Your Services, You are required to reimburse Blackbaud for such expenses pursuant to Blackbaud's then-current travel policy, available to You upon request.
- b. Invoices. Blackbaud has the right to invoice You for Your initial Subscription term immediately following Order Form signature. Blackbaud's process is to issue all annual invoices for Subscription fees according to the payment terms on this Order Form. For example, if Your net payment terms are the standard 30 days, Your invoice is issued 30 days before it is due. All invoices for Services will be issued in accordance with the applicable SOW.
- c. Payments and Late Payments. Payment is due as stated in this Order Form. All payments are non-refundable except in the event of Our uncured material default under this agreement. If You believe an invoice is inaccurate, You must notify Blackbaud in writing within thirty (30) days from the date of such invoice. Except for amounts subject to a good faith dispute, We may invoice You an interest rate allowable under applicable laws for any outstanding invoice not paid when due.

Our records indicate that you are Tax Exempt. You will not be charged sales tax on your orders as long as your exemption certificate has not expired. If it has expired, send the new certificate to: SalesTaxExemptCertificates2@blackbaud.com

You acknowledge that certain aspects of Our Solutions interface with and share client content with partner applications purchased by You from third parties ("Partner Applications"). We make no warranty with respect to any Partner Applications, and We shall have no liability should client content become unavailable from such Partner Applications for any reason. Your use and remedies with respect to such Partner Applications shall be pursuant to the applicable third-party agreements in place between You and the third-party provider of the Partner Application.

Pricing for Your Blackbaud subscription solution is based on Your number of records. If You exceed the number of records for Your level, Your Subscription will be upgraded to the next applicable level. Once You are upgraded, You may not reset to a lower usage level until Your next renewal period.

As a Raiser's Edge NXT customer you benefit from the SKY API capability. Should you choose to use this capability, you can make up to 25,000 calls to the SKY API per day with a global rate limit of 10 calls per second. For additional calls per day, you must purchase additional usage from Blackbaud. Once you have made your allotted number of calls, you will not be permitted to make any more calls that day.

RE NXT Email sends (Annual Limit): UNLIMITED

Your purchase includes Blackbaud Merchant Services ("BBMS") for the processing of electronic payments within your Blackbaud Solution(s) and is subject to the Blackbaud Payment Services Terms. You agree to use BBMS as your exclusive processor for all available forms of electronic payments within all Blackbaud Solutions for the term set forth on this Order Form. Use of an alternate processing solution during this term is subject to interconnect gateway fees plus additional processing fees equal to the standard BBMS rate.

As a Financial Edge NXT customer you benefit from the SKY API capability. Should you choose to use this capability, you can make up to 25,000 calls to the SKY API per day with a global rate limit of 5 calls per second. For additional calls per day, you must purchase additional usage from Blackbaud. Once You have made your allotted number of calls, you will not be permitted to make any more calls that day.

This Order Form is effective as of 09/15/2023 (the "Effective Date") and continues for the term set forth herein. Subscriptions are billed according to the schedule set forth above.

Scopes of Work

The Professional and Consulting services charges listed on this Order Form are for this purchase only and are subject to the [Professional and Consulting Services General Terms](#). Information specific to the Professional and Consulting services project, or work, can be found in the applicable Statement(s) of Work (SOW).

Project Contact Name:

Enter text here to overwrite the above Project Contact Name:

Project Contact Email:

Enter text here to overwrite the above Project Contact Email:

Signatures:

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED:

Client: Lake County Forest Preserve
District

Blackbaud Inc.

By:



Name:

Name: David Benjamin

Title:

Title: EVP, Chief Commercial Officer

Date:

Date: 07/14/2023

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.

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:

*
DANA MALDEN

Consultant Address:

*
65 Fairchild street Charleston, SC 29492

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

*
Jessica Wills
800-468-8996
jessica.wills@blackbaud.com

Covered Services

RE NXT and FE NXT renewal agreement

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

n/a

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:
NASDAQ	BLKB

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
n/a				

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
n/a			

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 *

07/12/2023

