
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: SCOTT KOEPPPEL, VILLAGE ADMINISTRATOR
MATT ANASTASIA, FINANCE DIRECTOR
SUBJECT: DISCUSSION: COMMUNICATIONS SERVICES AGREEMENT WITH KRANTZ STRATEGIES LLC.
AGENDA: MAY 21, 2024 REGULAR BOARD MEETING
DATE: MAY 15, 2024

ISSUE

Shall the Village Board discuss approving an agreement with Krantz Strategies LLC. for Communication and Marketing Services.

DISCUSSION

Krantz Strategies LLC. has been a consultant with the Village since her contract was approved by the Village Board in September 2023. Staff believes this service has been an asset to the Village with disbursing information to the public and the Village's overall communications with the public. The FY2024-2025 budget includes funds to continue the relationship for a full 12-month period.

The changes to the proposed contract, that differ from the original contract, are as follows:

- Monthly max on services to \$3,580 from \$4,500.
- Agreement is full 12-month to match Fiscal Year
- Associate hourly rate reduced from \$100/hour to \$90/hour to anticipate staffing and provide access to additional support.

COST

Krantz Strategies has a billing rate of \$90 to \$140 per hour with a maximum monthly of \$3,580. The FY2024-2025 budget includes \$43,000 for a continued Communication & Marketing Service consultant.

RECOMMENDATION

That the Village Board discuss the renewal of Krantz Strategies LLC. for Communication & Marketing Services for FY2024-2025.



AGREEMENT FOR SERVICES BETWEEN KRANTZ STRATEGIES LLC AND THE VILLAGE OF SUGAR GROVE

This Agreement is entered effective May 1, 2024, by and between Krantz Strategies (hereinafter referred to as "CONSULTANT") and the Village of Sugar Grove (hereinafter referred to as "CLIENT").

SECTION ONE – SERVICES. The scope of services requested by CLIENT and to be provided by CONSULTANT include but are not limited to communications services to support community engagement with residents, businesses, and stakeholders. CLIENT and CONSULTANT will work together to continue to achieve the project's goals. Further details outlining the comprehensive services are available in ATTACHMENT A: SCOPE OF SERVICES.

SECTION TWO – COMPENSATION. The Agreement establishes a monthly upper limit of \$3,580 to be billed monthly at an hourly rate schedule established in ATTACHMENT B: RATE SCHEDULE. CONSULTANT will receive approval from CLIENT for any direct expense over \$500. Invoices will be submitted monthly. The CONSULTANT shall submit all invoices showing the actual fees earned and eligible, reimbursable costs incurred by CONSULTANT in performing the services through the date of the invoice. The amount billed in each invoice shall be for completed services. CLIENT shall make payment to CONSULTANT in accordance with the Illinois Local Government Prompt Payment Act. Any expenditures exceeding the agreed fee, which CONSULTANT seeks reimbursement for, must be pre-approved by CLIENT. The CONSULTANT acknowledges and agrees that the CLIENT shall not be liable for any costs incurred by CONSULTANT in connection with services provided by CONSULTANT that are outside the scope of this Agreement except upon receipt of prior written consent by an authorized representative of CLIENT. The CONSULTANT shall maintain records showing actual time devoted, type of work performed per classification, and actual out-of-pocket expenses incurred, shall submit such records in support of its invoices, and shall permit the CLIENT to inspect and audit all data and records of the CONSULTANT for work done pursuant to this Agreement.

SECTION THREE – TERM OF AGREEMENT. The term of this Agreement is anticipated to be approximately twelve months ("Term"), beginning May 1, 2024. The specific deliverables and milestones will be mutually agreed upon by the CLIENT and CONSULTANT during the course of the Agreement. Either party may terminate this Agreement for convenience prior to completion of the services upon delivery of thirty days' written notice. CONSULTANT may terminate the Agreement in the event CLIENT fails to timely make payment under the terms of the Agreement, but only following written notice to the CLIENT and CLIENT's failure to cure non-payment within 14 days after receipt of such written notice.

SECTION FOUR – INDEMNIFICATION. CONSULTANT agrees to defend, indemnify and hold harmless the CLIENT, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therewith), arising out of CONSULTANT'S services under this Agreement, which obligations shall survive this Agreement.

Krantz Strategies

Website: www.krantzstrategies.com **Email:** meredith@krantzstrategies.com
Phone: (630) 947-2385 **Address:** 815 Queens Gate Circle, Sugar Grove IL 60543

SECTION FIVE - NON-EXCLUSIVITY. The parties recognize and agree that this Agreement is not intended to be exclusive and that CONSULTANT may undertake other professional engagements during the term of this Agreement not subject to approval by CLIENT. CONSULTANT agrees, however, that it will not undertake an engagement in direct conflict with the Scope of Services to be provided for CLIENT herein while this Agreement remains in effect.

SECTION SIX – CONFIDENTIALITY AND OWNERSHIP. In the event CLIENT discloses to CONSULTANT information which CLIENT has designated confidential, and which is not otherwise available to CONSULTANT or the public, CONSULTANT agrees to maintain the confidentiality of such information and to limit the use and dissemination of such information to those persons within CONSULTANT's organization to whom disclosure is necessary for performance of the agreed upon services. Disclosure of confidential information shall not be made to any person not party to this Agreement except by order of court or compulsory process, and then subject to advance written notice to CLIENT. Notwithstanding the foregoing, the CONSULTANT understands and agrees that CLIENT is a public body subject to the Local Records Retention Act and Freedom of Information Act. As such, CONSULTANT shall cooperate with the CLIENT as required to ensure that CLIENT is able to fulfill its legal obligations under said acts.

All documents of any kind, including any photos, reports, information, participant registration lists, and any other data or information, in any form, worked on in cooperation with anyone employed by, retained by, or affiliated with the CLIENT or its contractors, or prepared, collected, or received from the CLIENT by the CONSULTANT in connection with any of the services performed under this Agreement shall be and remain the exclusive property of the CLIENT. In consideration of the payments contemplated under this Agreement, the CONSULTANT releases all copyright, proprietary, or intellectual property rights in any such documents that are produced or prepared and transfers all of its ownership rights in such documents to the CLIENT. At the CLIENT'S request, or upon termination of this Agreement, the CONSULTANT shall cause the documents to be promptly delivered to the CLIENT.

SECTION SEVEN– GOVERNING LAW. This Agreement will be governed by and construed in accordance with the federal laws of the United States and the laws of the State of Illinois without regard to the conflict of law provisions thereof. Proper venue shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

SECTION EIGHT – ENTIRE AGREEMENT. This Agreement is the exclusive and final statement of the parties' understanding about the subject matters of the Agreement. It supersedes all negotiations and any other written or oral agreements between the parties about the subject matters herein. No modification of this Agreement will be valid unless it is in writing and signed by both parties.

SECTION NINE – NOTICES:

Written Notices shall be directed to the parties as follows:



Meredith Krantz
President and CEO
Krantz Strategies
815 Queens Gate Circle
Sugar Grove, Illinois 60554
meredith@krantzstrategies.com

Scott Koeppel
Village Administrator
Village of Sugar Grove
Municipal Drive, Suite 110
Sugar Grove, Illinois 60554
skoeppel@sugargroveil.com

SECTION TEN – SEVERABILITY. Any provision of this Agreement held unenforceable in any jurisdiction will not affect enforceability of the remaining provisions of the Agreement.

SECTION ELEVEN – RELATIONSHIP OF THE PARTIES. As of the effective date of this Agreement, CONSULTANT is an independent contractor of CLIENT, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between CONSULTANT and CLIENT for any purpose. CONSULTANT has no authority and shall not hold itself out as having authority to bind CLIENT and CONSULTANT shall not make any representations on CLIENT's behalf without CLIENT's prior written consent. CONSULTANT will not be eligible to participate in any vacation, group medical or life insurance, disability, retirement, or any other fringe benefits offered by CLIENT to its employees and CLIENT will not be responsible for withholding or paying any income, payroll, Social Security, or other federal or state taxes, making any insurance contributions, including unemployment or disability, or obtaining workers' compensation insurance on your behalf. CONSULTANT shall be responsible for and shall indemnify CLIENT against all such taxes or contributions, including penalties and interest.

Krantz Strategies

Jennifer Konen

CONSULTANT Signature

CLIENT Signature

Printed Name

Printed Name

Date

Date

Krantz Strategies

Website: www.krantzstrategies.com **Email:** meredith@krantzstrategies.com
Phone: (630) 947-2385 **Address:** 815 Queens Gate Circle, Sugar Grove IL 60543



ATTACHMENT A: SCOPE OF SERVICES

Krantz Strategies is committed to delivering comprehensive communications services aimed at strengthening community engagement and fostering effective communication between the Village and its residents, businesses, and stakeholders. Our services encompass but are not limited to, the following key areas:

1. Strategic Communications Consulting: To ensure clear and transparent communication with the community and facilitate understanding of the project's goals and benefits.

- Krantz Strategies will provide strategic guidance to Village leaders, assisting them in framing messages that resonate with the community's values and concerns.
- We will support community engagement efforts through the organization of public meetings, forums, and regular updates. These initiatives aim to address concerns, gather feedback, and promote understanding.

2. Community Engagement and Communication: To educate the community about the project's potential benefits and enhance their awareness of its positive impacts.

- Krantz Strategies will develop informative and educational materials that highlight the advantages of the redevelopment project. These materials will emphasize job creation, increased local revenue, and the enhancement of amenities that will benefit the community.
- Our team will collaborate with the Village to disseminate these materials through various channels, ensuring that the community is well-informed about the project's potential.

3. Stakeholder Communication: To ensure alignment with community goals and gather valuable input from stakeholders, including residents, local businesses, and community organizations.

- Krantz Strategies will facilitate regular communication with stakeholders to foster alignment with the project's objectives. This will involve proactive outreach to address concerns and gather insights.
- Our team will work closely with the Village to incorporate stakeholder feedback into the project's development, demonstrating a commitment to shared decision-making.

4. Media Relation: To provide accurate information to the public through effective media relations strategies.

- Krantz Strategies will craft compelling messages that accurately represent the project's goals and address community concerns. These messages will be tailored for distribution to local media outlets.
- Our team will coordinate with the Village to ensure consistent and accurate information reaches the public, helping to control the narrative and present an informed perspective.

5. Monitoring Community Feedback: To identify and address misinformation, questions, and misconceptions circulating within the community.

- Krantz Strategies will actively monitor community spaces and online forums to stay attuned to public sentiment and feedback.

- We will respond promptly to address any misinformation, answer questions, and provide clarification, fostering an environment of accurate information-sharing.

6. Continued Transparency: To maintain a high level of transparency throughout the project's lifecycle, ensuring the community remains informed of developments.

- Krantz Strategies will collaborate with the Village to provide regular updates on the project's progress, changes, and challenges.
- By maintaining transparency, the project will actively manage expectations and uphold a culture of open communication with the community.

Additionally, the following resources are available upon request:

- Digital and Social Media
- Content Development
- Brochures, Flyers and Pamphlets
- Policy and Issues Communications
- Public Affairs Strategies
- Stakeholder Engagement
- Photography and Videography

CONSULTANT shall not issue any news releases, advertisements, or other public statements regarding the services or this Agreement or use of the CLIENT'S logos or trademarks or service marks without the prior written consent of an authorized representative of the CLIENT.



ATTACHMENT B: HOURLY RATE SCHEDULE

CONSULTANT shall bill CLIENT based on the following hourly rates:

Principal:	\$140
Graphic Design:	\$120
Videography:	\$120
Associate:	\$90

Please note that these rates are subject to change only if mutually agreed upon by both parties in writing.