

19044
AGREEMENT FOR PROFESSIONAL SERVICES
For LAKE COUNTY

This AGREEMENT is entered into by and between Lake County ("County") and The Segal Company (Midwest) Inc. for itself and its affiliates know as Segal Consulting ("Consultant"), 101 N. Wacker Drive, Suite 500, Chicago, IL 60606

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide services for a Lake County Compensation Study as noted in the Consultant's proposal dated April 2, 2019 ("Services"); and

WHEREAS, Consultant has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire Agreement between Lake County and Consultant are in order of precedence:

- A. This Agreement and all exhibits thereto; and,
- B. Consultant's proposal and all exhibits thereto dated April 2, 2019
- C. The RFP issued February 26, 2019

SECTION 2. SCOPE OF WORK

In accordance with the provisions and requirements of this RFP, Lake County sought a Consultant with significant experience to conduct a study evaluation of the County's salaries and compensation policies. Lake County is a progressive employer that would like to continue to offer competitive salary and benefits in order to attract and retain talent. Segal Consulting understands the Lake County vision and agreed to the following scope of work as defined in the RFP:

Segal Consulting will provide related services, including but not limited to, the following:

- Shall benchmark up to 100 positions to evaluate competitiveness to public and private comparable positions.
- Shall evaluate the organization's existing compensation policies, salary classifications and pay ranges and; determine the County's level of market competitiveness
- Evaluation of competitiveness shall include wages, the value of health and welfare benefits (including employer contribution toward premiums), retiree benefits (including executive plans), vacation (including executive plans), the value of paid time off, the value of pension contributions, and any other fringe benefits as compared to both public and private sector employers.

- Evaluation of competitiveness shall also include flexible schedules, incentive compensation programs, executive compensation programs, and employee retention programs and strategies.
- Evaluate the organization's existing compensation policies, salary classifications and pay ranges and; determine the County's level of market competitiveness
- Consultant will review the organization's current practices as they relate to setting salary for new hires, promotions, demotions, reclassifications and transfers and; recommend changes as needed.
- Consultant will recommend salary ranges to include percent spreads between ranges.
- Consultant will substantiate all recommendations preferably with examples of best practice or at the least with an explanation of methodologies.
- Consultant shall provide a recommendation for compensation increases outside of regular annual general/merit increases for situations including but not limited to employees who are above average performers, exhibit proficiency in a particular position, perform in an exemplary fashion in the completion of special projects and have high seniority with above average performance.
- Consultant shall provide the County with a menu of other programs that are state of the art and advise the County of new trends in compensation that are practical for implementation.
- Consultant shall make presentations to elected boards and commissions, and management staff

SECTION 3. DURATION

The contract will commence upon execution and remain in effect for a four (4) month period. The work is complete upon a determination of completion by Lake County. A determination of completion shall not constitute a waiver of any rights or claims which Lake County may have or thereafter acquire with respect to any provision of this Agreement.

At the end of the Agreement term Lake County reserves the right to extend the Agreement for an additional period up to sixty (60) days.

SECTION 4. AGREEMENT PRICE

The County will pay Consultant a fee of \$90,000 for deliverables identified in Consultant's proposal dated April 2, 2019. The Consultant will bill the County not more than once per month based upon the actual expense reimbursement.

SECTION 5. INVOICES & PAYMENT

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing actual time devoted and cost incurred. Consultant shall permit a representative from Lake County to inspect and audit all data and records of Consultant for work and/or services provided under this Agreement. Consultant shall make these records available

at reasonable times during the Agreement period and for one year after the termination of this Agreement.

- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

SECTION 6. CHANGE ORDERS

In the event changes to the Scope of the project and/or additional work become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references this Agreement (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the impact of the Change on time for completion of the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In those cases where the County Purchasing Agent's signature is required, or County Board approval is needed, the Change Order shall not be deemed rejected by County after ten (10) days provided the Project Manager has indicated in writing within the ten (10) day period of his intent to present the Change Order for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify, save harmless, and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Consultant. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 8. INSURANCE

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability (if applicable)

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions (if applicable)

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability (if applicable)

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Technology Errors and Omissions (if applicable)

The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to 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 of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

SECTION 9. INDEPENDENT CONTRACTOR

Consultant is defined and identified as an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct Consultant's manner, detail, or means by which Consultant accomplishes tasks under this Agreement.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 11. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 12. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 14. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

Segal Consulting
Daniel A. Levin
101 N Wacker Drive, Suite 500
Chicago, IL 60606
312-984-8595
dalevin@segalco.com

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, altered, or modified

without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

To the extent Lake County agrees to an assignment, delegation, or subcontract by Consultant, Consultant shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Consultant would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been made.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon thirty (30) days written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to date in accordance with the terms and conditions of this Agreement.

In the event that this Agreement is terminated due to Consultant's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Consultant with any or all losses incurred, including attorney's fees and expenses.

SECTION 17. CONFIDENTIALITY

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

SECTION 18. WORK PRODUCT

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 19. OWNERSHIP OF INFORMATION

All information pertaining to records, property, financial or other information that is the sole property of Lake County and shall be strictly confidential and shall remain the sole property of Lake County. Upon written advance notice by the County, the Consultant shall return all information to Lake County upon request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of Lake County. Except to the extent that they incorporate Consultant's proprietary knowhow, software, techniques, methodologies and report formats (collectively, "Consultant's Proprietary Information"), all documents, data, and other tangible materials authored or prepared and delivered by the Consultant to Lake County under the terms of this Contract (collectively, the "Deliverables"), are the sole and exclusive property of Lake County, once paid for by Lake County. To the extent that Consultant's Proprietary Information is incorporated into such Deliverables, Lake County shall have a perpetual, nonexclusive, worldwide, royalty-free license to use, copy, and modify Consultant's Proprietary Information as part of the Deliverables, for use internally and for its intended purpose. Upon

County request, and to the extent that the Consultant can provide the data without substantial expense relative to the cost of this Agreement, the Consultant must provide all Lake County data in a documented, standard format. Lake County acknowledges and agrees that the Consultant may retain an archival copy of the Lake County data to support the Consultant's work under the agreement and in accordance with the Consultant's business continuity and document retention policies, subject to the Consultant's continued compliance with its confidentiality obligations.

SECTION 20. INFORMATION SECURITY AND CONFIDENTIALITY

The parties may provide to one another information that is confidential in nature ("Confidential Information"). Confidential Information will include but not be limited to (i) with regard to the County, all information and materials received from the County under this Agreement, whether or not marked confidential or proprietary; and (ii) with respect to the Consultant, Consultant's Proprietary Information and all other information clearly identified by Consultant as confidential or that a reasonable person could understand to be confidential or proprietary in nature. Confidential Information will not include information which: (i) is or becomes a part of the public domain through no fault of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure; (iii) is disclosed by the disclosing party without restriction on disclosure; (iv) is independently developed by the receiving party without reliance on the disclosing party's Confidential Information; (v) is required to enforce a party's rights hereunder; or (vi) is required be disclosed by a governmental authority or pursuant to a subpoena, provided that to the extent not prohibited by applicable law, the receiving party gives the disclosing party a reasonable opportunity to contest the disclosure and/or seek any available protections for the Confidential Information. The parties will hold each other's Confidential Information in confidence, will use at least the same standard of care with respect to the Confidential Information of the other party that it uses in maintaining the confidentiality of its own Confidential Information, which shall be a reasonable standard of care, and will not disclose it to any third party for the duration of this Agreement and any time thereafter, except as contemplated herein, without the express permission of the other. The Consultant further agrees to maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all Lake County data.

SECTION 21. NEWS RELEASES

Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

The Segal Company (Midwest) Inc.:

Purchasing Agent
Lake County

Principal, Senior Vice President

Date _____

Date _____

DRAFT