

**AGREEMENT #22029 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This Agreement for Professional Services (“**Agreement**”) is between the County of Lake (“**County**”) and Crowe LLP (“**Consultant**”), whose principal business address is 225 West Wacker Drive, Suite 260, Chicago, Illinois 60606-1224.

RECITALS

1. Lake County issued an RFP seeking Internal audit consulting services for Lake County (“**Services**”).
2. Consultant responded timely with a proposal dated March 15, 2022 (“**Proposal**”).
3. Based on Consultant’s Proposal, the County and Consultant have negotiated terms under which Consultant will perform the Services.
4. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

SECTION 1. ORDER OF PRECEDENCE

The documents that encompass the parties’ understanding are listed below and shall be considered in the following order of precedence, with the Consultant’s proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

- A. This Agreement and its exhibits.
 - a. Exhibit A: Best and Final Offer dated May 9, 2022
- B. Consultant’s proposal dated March 15, 2022
- C. The County’s RFP (including any addenda to it).

SECTION 2. SCOPE OF WORK

The scope of work that Consultant agrees to perform is set forth in the Consultants proposal dated March 15, 2022.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective from date of execution through November 30, 2022, unless terminated under the provisions for doing so further below or the work set forth in this Agreement is completed before the end of the term. The work is complete upon a determination of completion by Lake County, as measured against any statements of work or other documents or contractual terms that the parties have memorialized. A determination of completion shall not constitute a waiver of any rights or claims that 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 60 days for the purpose of negotiating a new or extended agreement.

Effective Date. Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

SECTION 4. AGREEMENT PRICE

The County will pay Consultant a fee of \$91,249 for successful completion of action items identified below and as referenced in Consultant's Best and Final Offer dated May 9, 2022. Consultant will invoice the County upon mutually-agreed completion and confirmation of the action items.

Action Item	Hours	Fees
Planning and Information Gathering	150	\$26,130
Audit Charter and Internal Control Procedures	110	\$19,090
Risk Assessment and Audit Plan	130	\$22,535
Internal Audit Current State Assessment and Recommendations	100	\$17,830
Final Presentations and Project Closure	30	\$5,664
Total	520	\$91,249

SECTION 5. INVOICES & PAYMENT

- A. At the start of this Agreement, the County will issue a purchase order for the work and Consultant shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Consultant shall permit a representative from Lake County to inspect and audit all of Consultant's data and records for the work and services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).

- D. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Consultant must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

SECTION 6. CHANGE ORDERS

In the event changes to the scope of the project or additional work become necessary or desired (a "Change"), the parties shall follow the procedures set forth in this Section to memorialize the change (a "Change Order"). A Change Order shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. 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 Change's impact on the time for completing 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 10 business 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 cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Change Order shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Change Order for appropriate signature or approval.

Hourly rates for additional out of scope work and/or change orders:

Position	Role	Hourly Rate
Partner	Engagement Team Leader, acting as the main point of	\$300

	contact and performing the final review and approval of deliverables.	
Senior Manager	Primary contact for day-to-day operations, acting as project manager and responsible for quality assurance procedures.	\$220
Senior Staff	Responsible for leading daily execution of project tasks and deliverables.	\$172
Staff	Responsible for performing project tasks as assigned.	\$155

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from the Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

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 upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

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.

Excess/ Umbrella Liability

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*)

Automobile Liability Insurance

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)

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

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

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

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

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

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; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.
- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Consultant shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

- D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

SECTION 11. NO IMPLIED WAIVERS

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. SEVERABILITY

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable 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 of Lake County, 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:

Crowe LLP
225 West Wacker Drive, Suite 260
Chicago, IL 60606

Copies of any notices and communications which propose to modify or terminate 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

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under

this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

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

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the

other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

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.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

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. PRESS/NEWS RELEASES

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

SECTION 20. DEBARMENT AND SUSPENSION

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The Consultant certifies to the best of his or her knowledge and belief that the Consultant:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consultant agrees that, during the term of this Agreement, Consultant shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Consultant has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

SECTION 21. NON-DISCRIMINATION

During the term of this agreement, Consultant agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

SECTION 22. CROWE GLOBAL NETWORK

Consultant is an independent member of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global member and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its members are not responsible or liable for any acts or omissions of Crowe LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

Signed:

COUNTY OF LAKE

By: _____
Its Purchasing Agent

CROWE LLP

By: _____
Its

Date: _____

Date: _____

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