

**AGREEMENT #24271 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This Agreement for Professional Services (“**Agreement**”) is between the County of Lake (“**County**”) and Comprehensive TTP LLC (“**Consultant**”), whose principal business address is 39806 N. Long Dr. Antioch, IL 60002.

RECITALS

1. Lake County issued an RFP seeking Accounting Services for Lake County Finance (“**Services**”).
2. Consultant responded timely with a proposal dated March 15, 2024 (“**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. AGREEMENT DOCUMENTS

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order of precedence, with the Consultant’s proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.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
- B. Consultant’s proposal dated March 15, 2024.
- C. The County’s RFP (including any addenda to it).

SECTION 2. SCOPE OF WORK

The scope of work has tasks that could be performed by staff with various skill levels and proposals that meet these needs with the most efficient and economical solution are preferred. Lake County’s fiscal year end is November 30, 2024. This agreement includes professional services for performing technical and professional work involving accounting, financial analysis, interpretation, and preparation of financial data and reporting for Lake County to ensure compliance with applicable policies, policies, and laws. The list that follows is not intended to be a comprehensive list; it is intended to provide a summary of major duties and responsibilities. There may be position-specific tasks to be completed not shown in this listing.

- Supervises the annual audit process.
- Responsible for coordination, preparation, and review of audit workpapers for the external County audit.
- Responsible for the completion of the work for the Annual Comprehensive Financial Report (ACFR) and Single Audit along with various related audits.
- Works directly with the Lake County’s external auditors to complete the work of the

annual audit process.

- Works directly with Lake County's departments on all aspects of the annual audit process.
- Supervises and works directly with finance staff assigned to accounts payable, accounts receivable, centralized financial services, and the general accounting function to ensure accuracy of data and timely completion of operational work.
- Reviews and approves daily journal entries and supporting documentation.
- Reviews and approves daily accounts payable invoices, requisitions, and supporting documentation.
- Reviews and approves employee travel and expense reports and supporting documentation in compliance with Lake County Policy.
- Reviews monthly bank reconciliations to ensure balances articulated to the Trial Balance. Assists staff with reviewing reconciling items and is a liaison with Finance and the Treasurer's Office.
- Ensures cost accounting and budgetary controls are in accordance with generally accepted accounting principles.
- Performs other duties as assigned.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective April 15, 2024 and shall be in effect for a three-month period with the option to extend this contract monthly, until November 30, 2024. For any term beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

SECTION 4. AGREEMENT PRICE

The County will pay Consultant a fee of \$3,790 per week, in an amount not to exceed \$125,070 for deliverables identified in Consultant's proposal dated March 15, 2024. The Consultant shall invoice the County every two weeks. Consultant and County agree that compensation under this agreement is on a lump sum basis and shall be considered sufficient regardless of the hours necessary for the Consultant to perform the duties and services outlined in this agreement.

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. CONTRACT MODIFICATIONS

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

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

Modifications 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 Contract Modification 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 Contract Modification for appropriate signature or approval.

SECTION 7. COUNTY COOPERATION

The County shall cooperate with the Consultant in the performance of the duties of the Interim Deputy Finance Director, including meeting with the Consultant and providing the Consultant with such information that the County may have that may be relevant and helpful to the Consultant's performance of those duties.

SECTION 8. INDEMNIFICATION

Whether or not any given claim, demand, or other legal action occurs in or outside the engagement term, the County shall defend and indemnify the Consultant, its officers, agents and employees from and against any liability, claim, demand, or other legal action arising out of any alleged act or omission occurring in the performance of the Consultant's duties as Interim Deputy Finance Director; however, such indemnification shall not extend to or cover any illegal acts or acts involving moral turpitude or the Consultant, nor any claims arising from or related to any taxes or compensation resulting from this agreement.

The County shall pay all costs involved with defenses and indemnity, whether such costs arise out of a settlement or judgement, including attorneys' fees, provided that the County shall be entitled to choose counsel for the Consultant's defense.

SECTION 9. INSURANCE

Contemporaneous with execution of this agreement, the Consultant shall provide the County with certificates of insurance, all with coverages and limits acceptable to the County. For good cause shown, the County may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the County may impose in the exercise of its sole discretion. The Consultant shall, at all times, during the term of this agreement, maintain and keep in force, at the Consultant's expense, these insurance coverages. The County may suspend and/or terminate this agreement and may refuse to grant Consultant access to County property for the performance of this agreement, during any part of the engagement when Consultant has failed to maintain and keep in force such insurance and delivered proof of coverage. The Consultant and County agree that the requirement to maintain and keep in force such insurance is not a duty which is waivable by the County, regardless of its failure to demand proof of insurance, to identify any deficiency in the proof so provided or to exercise any of its rights and remedies hereunder.

SECTION 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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:

Comprehensive TTP LLC
39806 N. Long Dr.
Antioch, IL 60002

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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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").

Signed:

COUNTY OF LAKE

By: _____
Its Purchasing Agent

Date: _____

COMPREHENSIVE TTP LLC

By: _____
Its

Date: _____