

**AGREEMENT #18105
MAINTENANCE AND SUPPORT OF A
CUSTOM COURT RECORDS INFORMATION MANAGEMENT SYSTEM**

This AGREEMENT is entered into by and between Lake County ("County") and Software Development Services Corporation ("Consultant"), 3905 Railroad Avenue, Ste 205 South, Fairfax, VA 22030.

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide ongoing maintenance and support services related to the custom Court Records and Information Management System ("CRIMS"), including State's Attorney Case Management System, Public Defender's Case Management System; and

WHEREAS, the Consultant has the ability to provide ongoing maintenance and support services related to CRIMS, including the State's Attorney Case Management System, and the Public Defender's Case Management System; and

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

SECTION 1. AGREEMENT DOCUMENTS

This Agreement constitutes the entire Agreement between Lake County and the Consultant.

SECTION 2. RESPONSIBILITIES OF THE SERVICE PROVIDER

- a. Provide requirements necessary for Lake County Information Technology (IT) to select an appropriate server and network configuration based on Lake County documentation governing standards for security and applications.
- b. Assist with installation of the supported operating system/features at the request of Lake County IT.
- c. Work in partnership with Lake County to ensure applications are performing optimally on the current operating system.
- d. Partner with Lake County to maintain required security for applications as updates and patches are applied on an as-needed basis.
- e. Application maintenance and support shall be defined as:
 - Correction of reproducible errors that occur and which are reported to the Service Provider.
 - Performance related issues.
 - All other maintenance, if not performed, will make any or all functions unusable.
- f. Maintain 24x7 on-call support for production applications. Service Provider will acknowledge a support call identified as "critical" within 15 minutes of its receipt. A support call identified as "important" will be acknowledged within two (2) business hours. General requests from Lake County IT shall be acknowledged within one business day.
 - A critical support call is defined as a computing problem that affects multiple users.
 - An important support call is defined as a computing problem that affects one person to the extent that they are unable to complete critical work.
 - General requests are defined as updates to application documentation.

- g. Lake County shall be apprised of all security and personnel changes as they are related to the applications maintained by the Service Provider for Lake County.
- h. In the event of disaster recovery, assist with the restore procedures as-needed, and supply any code which might be useful.
- i. Service Provider shall assist Lake County IT to document a disaster recovery plan.
- j. Migration of applications to a new operating system shall be handled as a change order.
- k. Resolve compatibility issues.
- l. On request from the County, provide Application Administrator support remotely in a staff augmentation capacity.

SECTION 3. RESPONSIBILITIES OF THE COUNTY

- a. Lake County delivers standard server image in accordance with the Lake County documentation governing standards for security applications.
- b. Verify, document and approve any Service Provider requests for ongoing operating system related updates.
- c. Designate primary and secondary contacts and provide appropriate information for these.
- d. Lake County shall maintain all necessary infrastructure and disaster recovery necessary for the operation of the applications installed.
- e. Provide all licenses on County infrastructure to the Service Provider as it applies to their applications.
- f. Coordinate any installation, testing or changes with Service Provider to maintain system integrity.
- g. Arrange for replacement of County owned infrastructure components should an identified and verified failure occur related to the Service Provider's infrastructure components.
- h. Submit all requests for service to Service Provider in writing.
- i. Lake County shall provide Service Provider five-day notification of any ongoing or upcoming required maintenance services to Lake County infrastructure as it relates to the applications of the Service Provider.
- j. Lake County shall provide secure remote access to Service Provider's assigned resources as needed to perform under the terms of this Agreement.
- k. Lake County shall maintain the custom application for strictly in-house use and not public facing.

SECTION 4: APPLICATION CORRECTIVE MAINTENANCE REQUESTS

Services would include:

- Problem Correction: The application is not functioning as expected, including, but not limited to, a system crash to a particular feature not functioning correctly.

Services not included:

- User Support: User requires assistance with an application; not yet determined if this is user error or application error.
- Application Enhancements: Modify the functionality of an existing application.

SECTION 5: APPLICATION SUPPORT REQUESTS

Integrated Justice Application support services are generally technical support or break/fix services that are delivered for specific software dependencies or third-party products. Integrated Justice Application support services would commonly include remote troubleshooting capabilities, installation assistance and basic usability assistance. Remote troubleshooting capabilities may be delivered via telephone and online communication media (i.e. Skype For Business) or with human assistance through approved means that reside on Lake County's computer(s) or are available on the web as an approved Lake County IT remote-assist tool (i.e. Web-Ex, Go-To-Assist).

Software support services may include new product installation services, installation of product updates, migrations for Lifecycle Management of Computing Dependencies (i.e. Server Operating System), other types of proactive or reactive on-site services, and support for Integrated Justice or Lake County IT infrastructure software(s). Services may be delivered by the Service Provider, third-party software support (i.e. Microsoft), and Lake County IT.

Software products and technologies covered under this category include Lake County IT approved operating systems, application software, and infrastructure software. Software support services do not include software license code updates and upgrades, which service providers often report as software maintenance.

SECTION 6: APPLICATION MAINTENANCE PRIORITIES

To determine how important the patch is, set a priority schedule for its implementation. The following situations may escalate urgency of patch implementation:

- Patch addresses a problem identified by Lake County or Service Provider.
- Patch addresses a regulatory change.
- Patch addresses a security problem detected by Lake County or Service Provider.
- Lake County may hold back payments if the update(s) is/are not applied within a defined timeframe.
- Service Provider may hold back support if the update(s) is/are not applied within a defined timeframe.

SECTION 7: APPLICATION ENHANCEMENT (CHANGE) REQUEST/SUPPORT

Services would include:

- Application Upgrades: Acquiring and implementing the upgrade.
- Application Reconfiguration: Reconfiguring applications to meet business needs.
- Technical Evaluation: Ensure proposed application enhancements are in line with Lake County IT infrastructure requirements (e.g. will not create compatibility issues with mission critical applications).
- Data Migration and Data Conversion services
- Project Management services
- Independent Verification and Validation (IV&V) services
- Justice Solutions Subject Matter Expertise (SME) services

Services not included:

- Functional Evaluation: Evaluating the functionality of a prospective upgrade. The employees requesting the upgrade are expected to research the suitability of prospective upgrades from a business need perspective.

SECTION 8. DURATION

This Agreement shall be effective December 1, 2018 and shall be effective for a one (1) year period. Lake County reserves the right to renew this Agreement for four (4) additional one (1) year period(s), subject to acceptable performance by the Consultant. At the end of any Agreement term, Lake County reserves the right to extend this Agreement for a period of up to sixty (60) days for the purpose of getting a new Agreement in place. This Agreement is contingent on the appropriation of sufficient funds.

SECTION 9. AGREEMENT PRICE

Lake County will pay to the Consultant an amount not to exceed \$120,000 per year for maintenance and support services. Additional services shall be proposed on a project basis and rendered upon prior written approval of the Chief Judge, the Circuit Court Clerk and the Director of Information Technology at the rates indicated herein. The County does not guarantee any specific amount of services shall be performed under this Agreement.

Consolidated Maintenance and Support Fee:

CRIMS, LCJN, eFileIL	\$50,000
State’s Attorney CMS (SAMS)	\$35,000
Public Defender CMS (Themis)	\$35,000

The annual Maintenance and Support fee will be invoiced one (1) month prior to the start on the next Maintenance and Support period.

Hourly rates for Time and Materials work:

Labor Category	Hourly Rate
Project Manager	\$153.45
System Architect	\$122.75
Technical Manager	\$122.75
ColdFusion Developer	\$106.80
Java Developer	\$106.80
COBOL/CICS Developer	\$106.80
Web Designer/Developer	\$92.05
System/Business Analyst	\$92.05
Subject Matter Expert	\$153.45
Application Administrator	\$92.05

The hourly rates are projected 2019 hourly rates. Written requests for price revisions for hourly rates shall be submitted to Lake County Purchasing Division ninety (90) days prior to end of current contract term and shall be based on changes in the Consumer Price Index for All Urban Consumers (CPI-U) for the Waukegan, Illinois and surrounding local areas over the preceding twelve months. The County reserves the right to reject any price increase and to terminate the contract.

The hourly rates do not include travel or daily Per Diem for on-site work. Travel and daily Per Diem rates for on-site work will be based on Government Services Administration (GSA) Per Diem rates for the Chicago, Illinois (Cook/Lake Counties).

SECTION 10. 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 11. 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 12. 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 13. 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.

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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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:

William T. Garbee, Jr. PMP, SCPM
Software Development Services Corporation
3905 Railroad Avenue, Ste 205 South
Farifax, VA 22030.

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 20. 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 21. 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.

Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice upon breach hereof by the other party, provided the party in breach shall not have cured such breach during such thirty (30) day period or immediately upon notice to the other party if either party is adjudicated bankrupt,

files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business as they fall due or if a receiver is appointed on account of insolvency and it fails to provide the services in accordance with 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 22. 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 23. 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 24. 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:

William T. Garbee Jr., PMP.

Purchasing Agent
Lake County

Title

Date _____

Date _____