

**AGREEMENT 12202
PROFESSIONAL SERVICE AGREEMENT
BETWEEN LAKE COUNTY AND THE
LAKE COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT**

This agreement is effective December 1, 2012 and is entered into by and between the County of Lake, Illinois, (hereinafter called the **COUNTY**) and the Lake County Partnership for Economic Development, Inc. (hereinafter called the **LCP**).

WITNESSETH

WHEREAS, the COUNTY contracted with the LCP for the period December 1, 2012 through November 30, 2014 for the provision of a wide range of economic development products and services in Lake County; and

WHEREAS, the COUNTY recognizes that the health, safety, morals and general welfare of the people of Lake County are directly dependent upon the continual encouragement, development, growth and expansion of business, industry and commerce within Lake County; and

WHEREAS, the COUNTY and LCP has maintained a strong working relationship through the continued participation of COUNTY representatives on the LCP Operations Committee and Board of Governors, regular LCP Activity, and participation in joint studies in support of strategic planning efforts; and

WHEREAS, LCP will continue to aggressively pursue an economic development program focused on existing business retention, attracting new jobs and investment, and fostering an environment for entrepreneurship and discovery; and

WHEREAS, the COUNTY and LCP has participated with community and business leaders to develop a Comprehensive Economic Development Strategy for all of Lake County; and

WHEREAS, the Community and Economic Development and Financial and Administrative Committees recommend that the COUNTY continue its relationship with LCP by entering into a three-year professional service agreement.

NOW, THEREFORE, THE COUNTY AND THE LCP AGREE AS FOLLOWS:

SECTION 1. RECITALS.

The above recitals are incorporated by reference and made substantive provisions of this Agreement.

SECTION 2. RESPONSIBILITIES.

A. The COUNTY shall:

1. Recognize LCP as the central focal point for economic development activities in Lake County, which includes without limitation:
 - a. LCP's operation of the processing of the Small Business Administration 504 and 7A programs; and
 - b. LCP's processing of industrial revenue bonds and the collection and use of the related IRB fees by LCP as follows.
 - (1) IRB fees are directed to the COUNTY as revenue of the COUNTY.
 - (2) The COUNTY appropriates the IRB proceeds for payment to LCP.
 - (3) LCP receives the fees from the COUNTY for the services of processing IRB's on the COUNTY's behalf.
 - (4) Legal counsel is subject to the approval by the COUNTY through the State's Attorney's Office.
 - (5) A copy of the invoice for legal fees shall be presented to the State's Attorney's Office for informational purposes only.
2. Allocate financial resources and staff support to LCP for the operation of this joint economic development program as defined herein for a period not to exceed two (2) years, subject to annual budgetary appropriations and an evaluation of the effectiveness of LCP in achieving the COUNTY's economic development objectives, beginning December 1, 2012, as follows:
 - a. Annual allocations per fiscal year for program service delivery will be paid quarterly upon the receipt of an invoice from LCP as follows:

Year 1: \$387,000
Year 2: \$387,000
 - b. Staff support of the COUNTY's Department of Planning, Building and Development for demographic and economic data, geographic information, business statistics and other material.

B. The LCP shall:

1. Operate an information and technical assistance program for business retention, attraction and development, including the distribution of published data and coordination with local chambers of commerce, municipal economic development organizations and other groups.
2. Convene special study committees and panels, and develop recommendations based on primary and secondary research, the

assessment of business needs and input from LCP members and other sources.

3. Advise the COUNTY on its demographic and economic data collection and research program and continuously work to integrate LCP and COUNTY efforts in this area.
4. Provide the COUNTY quarterly updates on business retention and attraction, demographic trends, and other public policy recommendations as requested by the COUNTY. This quarterly report should also include updates on the corporation's financials.
5. Perform the duties and functions previously performed by the Lake County Economic Development Commission: process industrial revenue bonds, collect and use the related IRB fees to fund the program, operate the Small Business Administration 504 and 7A programs.
6. Upon request, participate in the COUNTY's ongoing strategic planning initiatives, including recruiting representatives of the business community for their assistance as needed.
7. Serve as the COUNTY's economic development representative for specific activities or projects when directed by the COUNTY.
8. Lead the ongoing efforts to implement the Comprehensive Economic Development Strategy.

SECTION 3. CONTRACT DOCUMENTS. This Agreement shall constitute the entire agreement between the COUNTY and LCP, and shall supercede and replace any existing Agreements between the parties.

SECTION 4. DURATION. This agreement shall remain in effect for two years from the effective date of December 1, 2012. The COUNTY reserves the right to renew this agreement for three (3) additional one (1) year period(s), subject to acceptable performance by LCP. It is understood that for any year beyond the initial year, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the COUNTY to appropriate funds in future contract years.

SECTION 5. TERMINATION. Either party upon fifteen (15) days written notice may terminate this Agreement. In the event of termination, the COUNTY shall be responsible for payment of services performed until the effective date of such termination and LCP shall provide the COUNTY with all reports and any other documentation and data or other information collected or drafted pursuant to this Agreement.

SECTION 6. HOLD HARMLESS. LCP shall defend and hold the COUNTY harmless and free from liability of any kind arising out of any act in the performance of this Agreement, except if such act is caused by the willful and wanton conduct of the COUNTY.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood that the LCP and its members, officers, employees and agents shall be considered an independent contractor and not employees of the COUNTY.

SECTION 8. MODIFICATION. This Agreement may be amended or supplemented only by an instrument in writing executed by all the parties. Any request by the LCP to change the provisions of this Agreement shall be submitted to the COUNTY at least sixty (60) days prior to the requested effective date of such change.

SECTION 9. DISPUTE RESOLUTION. All issues, claims or disputes arising out of this Agreement shall be resolved in accordance with Article 9 – Appeals and Remedies of the Lake County Purchasing Ordinance except that notice of the claim shall be submitted in writing to the County Administrator. The County Administrator will have the authority to make recommendations on the settlement of any monetary claim, or to issue written decisions on any claim relating to this Agreement.

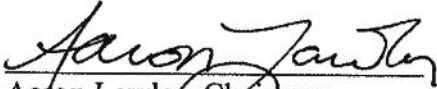
SECTION 10. VENUE. This Agreement shall be governed by and constructed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Nineteenth Judicial Circuit, Lake County, Illinois.

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.

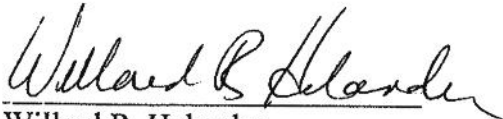
IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

COUNTY OF LAKE:


Aaron Lawlor, Chairman
Lake County Board

12-11-12
Date

ATTEST:


Willard R. Helander
County Clerk

12-11-12
Date

LAKE COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT, Inc.:


Michael H. Stevens, President & CEO

12/12/12
Date