

**AGREEMENT FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County (“County”) and Crowe LLP (“Consultant” or “Crowe”), One Mid America Plaza, Suite 700, Oak Brook, IL 60522

RECITALS

WHEREAS, Lake County (on behalf of the Consortium defined in the Request for Proposal (RFP)) is seeking a Consultant to provide services to draft and support a RFP for shared, scalable, integrated enterprise CAD, mobile data, RMS, and JMS as noted in the Consultant’s proposal dated August 6, 2019, (“Services”); and

WHEREAS, Consultant has the professional expertise and credentials to provide these Services and has agreed to enter into this Agreement under the terms set forth herein.

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 Best and Final Offer dated August 27, 2019
- C. Consultant’s proposal and all exhibits thereto dated August 6, 2019
- D. The RFP issued on July 5, 2019

SECTION 2. SCOPE OF WORK

- Task 1 – Requirements Assessment
- Task 2 – Draft Request for Proposal (RFP)
- Task 3 – Evaluation and Review of RFP Submittals
- Task 4 – Contract Negotiations (optional and to be determined)
- Task 5 – System Implementation (optional and to be determined)

Task 1 - Requirements Assessment

The Consultant shall furnish all expertise, labor, supervision, and resources to review, evaluate, and document the Consortium’s collective requirements for a scalable, shared, integrated, enterprise family of systems (CAD, mobile data, RMS (LE and F/EMS), and a JMS) to support 9-1-1 services, emergency dispatch services, and records management for partner municipalities and agencies throughout Lake County. This shall include the determination and documentation of the necessary functional requirements to meet the future needs of the Consortium, as well as all other agencies that directly or indirectly interface with Consortium agencies on a manual or electronic exchange.

In addition to using data already collected by the Consortium, the Consultant would conduct a series of on-site interviews with Consortium Partners to fully assess desired requirements

for an integrated enterprise CAD, mobile, RMS, and JMS.

Task 2 – Draft Request for Proposal (RFP)

Based on the results of the Requirements Assessment, the Consultant will draft a comprehensive RFP for advertisement to prospective offers for the acquisition, installation, and implementation of an scalable, shared, integrated enterprise CAD, mobile, RMS, and JMS for multiple partners throughout Lake County. This will include assisting the Consortium in identifying potential providers and facilitating questions and responses throughout the process. Consultant will evaluate the best practices identified in the market analysis and provide any recommendations for input in the final draft of the RFP. During the development of the solicitation the consultant shall:

- Identify any cooperative procurement opportunity in conjunction with other municipalities or agencies, concurrently or post implementation, that could be capitalized on, containing the majority of the functional requirements identified in the needs assessment. This information will be presented to the Consortium for consideration.
- Provide a market analysis of recent RFPs that have been released for similar procurements. Provide a listing of all requestors, vendors responding, the vendor selected, amount awarded, modules implemented, cost of necessary staffing for implementation, full costs of the system (hardware, bandwidth, architectural), and procurement timeline with milestones.
- Review the technical and functional requirements to ensure current industry specifications for an integrated CAD, mobile, RMS, and JMS. Verify draft is in keeping with current industry specifications for technical and functional requirements and/or provide additional requirements to be included in a revised RFP.
- Recommend a process to evaluate the responses to the final draft of the RFP.

Task 3 - Evaluation and Review of RFP Submittals

The Consultant shall assist the Consortium in evaluating proposals, as well as coordinating and facilitating on-site detailed demonstrations that include the direct solutions to each area identified by the consultant in the 'requirements assessment' process. The Consultant is expected to evaluate and recommend one or more solutions based on the requirements assessment. Such a recommendation may include a presentation to the Consortium (or an individual partner) to seek consensus and approval of the appropriate funding during the budget process for the development of the FY2020 and FY2021 Budgets. The Consultant should remain mindful that although Consortium Partners may have some conflicting needs, the Consultant's findings and recommendations are to be fully explained by identifying the strengths and weaknesses of all solutions. Lake County will designate a representative knowledgeable in all laws, regulations, and industry practices applicable to this Agreement. The representative will determine and approve the risk, scope, and expected timeframe of Services to be performed, and the representative will coordinate, review, and approve Consultant's performance of Services. The representative will be responsible for promptly evaluating the Deliverables or the results of the Services and for reporting any issues or

deficiencies to Consultant and the appropriate level of the Lake County’s management. Client will be solely responsible for determining when, whether, and how any recommendations made by Crowe are to be implemented. The parties acknowledge and agree that Lake County management is ultimately responsible for determining the scope of the Services and will be responsible for reviewing, supervising, and approving Consultant’s performance of Services.

Task 4 - Contract Negotiations (Optional)

Upon identification of a scalable, shared, integrated enterprise CAD, mobile, RMS and JMS solution that is the most advantageous system in regards to the requirements assessment, the Consultant may assist the County staff in negotiating an acceptable contract for the solution. Although some professionals assigned to the engagement may have a Juris Doctor degree or an L.L.M. degree, Consultant and its personnel do not practice law and have not been engaged to provide any legal advice. Lake County acknowledges and agrees that neither Consultant nor any of its personnel will be asked or engaged to provide any legal advice in providing any services under this Agreement or to Lake County.

Task 5 - System Implementation (Optional)

The Consultant may act as Project Manager during the initial implementation of the chosen solution, offering assistance to the software and hardware provider and Consortium Partner staff in an effort designed to ensure and document that the new solution(s) successfully functions according to the provider’s contract. The Consultant may develop test queries to evaluate the solutions capabilities and certification to the Consortium that the product is fully functional. If requested by the Consortium, the Consultant will evaluate incremental pay requests by the provider and confirm receipt and performance of the various functions.

SECTION 3. DURATION

Following execution by both parties, this Agreement shall be effective as of the date Lake County gives Consultant notice to proceed and the project kickoff meeting has been conducted, and unless terminated pursuant to Section 15 shall be effective until the date the work is complete.

Action Item	Delivery Date
County Board Approval of Contract to Draft RFP for System	October 8, 2019
Task 1 – Requirements Assessment (Completed)	December 1, 2019
Task 2 – Development of RFP (Completed)	April 1, 2020
Task 3 – Evaluation and Review of RFP Submittals (Completed)	June 1, 2020
Task 4 – Contract Negotiation (Completed)	June 18, 2020
Consortium & County Board Approve Contract to Purchase System	August 11, 2020
Task 5 – System Implementation (Early Adopters)	Sep. 2020 through Dec. 2021

The work is complete upon a determination of completion by Lake County in its reasonable discretion. 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 for deliverables for the separate tasks as identified in Section 2 – Scope of Work and Consultant’s proposal dated August 27,2019. The total amount is a do not exceed amount for tasks 1 -3 in the amount of \$184,410.

Task 1	Proposed Hrs to Complete	Proposed Price
	421	\$77,860
Task 2	Proposed Hrs to Complete	Proposed Price
	295	\$54,900
Task 3	Proposed Hrs to Complete	Proposed Price
	280	\$51,650
Total	996	\$184,410

Payment for consulting services will be made based on monthly invoices identifying the costs and expense by phase as listed below.

Any additional services requested outside the Scope of Work in Tasks 1 -3 must be approved in writing by Lake County and Consultant prior to commencing.

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. Lake County may issue a purchase order for administrative purposes only. The terms and conditions of this Agreement shall supersede any preprinted terms or conditions on any preprinted purchase order or any printed or typed conditions forming a part of Lake County’s order. Any non-preprinted terms and conditions contained within a Purchase Order issued by Lake County whether or not incorporating by reference this Agreement shall be superseded and governed exclusively by the affected terms and conditions of this Agreement. Any additional or different terms and conditions set forth in Lake County’s preprinted purchase orders or similar writings are objected to by Consultant and will not be binding upon Consultant unless specifically assented to in writing by an authorized representative of Consultant.

- B. Consultant shall maintain records showing actual time devoted and cost incurred. To the extent directly related to the Services performed under the Agreement, 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 directly related to determining the accuracy of any invoice for the Services. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement. Such access shall be permitted no more frequently than one (1) time in any given twelve (12) month period and will be conducted in a manner so as not to interfere with or disrupt Consultant’s business operations. Consultant books and records accessed by Lake

County shall not be used, duplicated or disclosed to any third party without the prior, express written permission of Consultant. Consultant shall have no obligation to maintain any records other than in the ordinary course of business and any audit shall be at the cost of Lake County. Consultant shall have no obligation to disclose or make available any confidential or proprietary information of Consultant which is not directly related to the Services performed under this Agreement or which constitutes the confidential information of any third parties and shall have the right to redact or provide summary level reports to protect the confidentiality and security of other clients and third parties

- 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 bodily injury to any person, or any death at any time resulting from such injury, or any damage to tangible 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 gross 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 upon written request 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
- 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*) and in the aggregate.

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 and in the aggregate.

Coverage shall be provided for up to three (3) years after project completion.

Professional Liability – Cyber Liability (if applicable)

Cyber Liability Insurance for restoration, recreation, recollection of electronic information and/or data; third party risks associated with the failure to protect Confidential Information, with limits of insurance not less than the following:

\$ 1,000,000 per claim and in the aggregate.

Technology Errors and Omissions (if applicable)

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

\$ 1,000,000 per claim and in the aggregate.

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 CGL, Automobile and Umbrella insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to CGL, Automobile and Umbrella coverages, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers. Should any of the above described policies be cancelled before the expiration date thereof without substitution of substantially similar coverage, Consultant will endeavor to provide 30 days written notice to Lake County. However, a failure to provide such notice shall impose no obligation or liability of any kind upon Consultant.
- 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. 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:

Crowe LLP
Attn Alicia L. Antonetti-Tricker, Principal
One Mid America Plaza, Suite 7000
Oak Brook, IL 60522-3697

With a copy to:
Crowe LLP
One Mid America Plaza, Suite 700
Oak Brook, IL 60181
Attention: General Counsel

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. The Deliverables may include without limitation materials, content, software or other items of intellectual property owned, licensed or developed by Consultant prior to or independent of the commencement of this Agreement, and Consultant retains ownership rights to such materials (“Pre-Existing Materials”). To the extent that such Pre-Existing Materials are incorporated into or are otherwise required to fully and productively use the Deliverables, Consultant hereby grants to Lake County (subject to Lake County’s full and continual compliance with such license) a royalty-free, fully-paid up license to use the Pre-Existing Materials solely for its internal purposes in connection with the Deliverables. Lake County may retain copies of Pre-Existing Materials as necessary to use the Deliverables for its internal purposes notwithstanding any return obligation under this Agreement or an SOW. Lake County further acknowledges and agrees that Consultant provides, and will continue to provide, to other clients general services and products similar to the Services and Deliverables contemplated by this Agreement, and other consulting services relating to procurement support, and Lake County agrees that nothing contained in this Agreement shall be construed as prohibiting or restricting Consultant’s right to provide, or continue to provide, similar deliverables, or other services to other clients.

SECTION 19. NEWS RELEASES

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

SECTION 20. LIMITATION OF LIABILITY

Except where it is judicially determined that Consultant performed its services with recklessness or willful misconduct, Consultant’s liability will not exceed fees paid by Lake county to Consultant for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, and including, without limitation, claims based on principles of contract, liability will also apply after termination of this agreement.

SECTION 21. AFFILIATES

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members 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 members, and Crowe LLP and its subsidiaries 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 other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

SECTION 22. INDIRECT DAMAGES

Neither party shall be liable to the other party for any special, indirect, consequential, incidental,

punitive, or exemplary damages or loss nor any lost profits, goodwill, savings, or business opportunity. This section applies to all portions of this Agreement.

SECTION 23. RESPONSE TO LEGAL PROCESS

If Consultant is requested by Lake County, any third-party, or any other person or entity, by subpoena, investigation, other legal process, or other request to produce documents or testimony pertaining to Lake County, the services or this Agreement general, and Consultant is not named as a party in the proceeding, Lake County will pay Consultant for its professional time, plus out-of-pocket expenses, costs, and fees, as well as reasonable attorney fees, incurred in responding to such request.

SECTION 24. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.

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

Lake County:

Crowe LLP:

Lake County Board Chair

Title:

Date _____

Date _____