

AGREEMENT – COVID19 RELIEF FUND

COUNTY OF LAKE – LAKE COUNTY PARTNERS

THIS AGREEMENT made this _____ day of _____, 2020, by and between the **County of Lake** (hereinafter referred to as "**COUNTY**") and **Lake County Partnership for Economic Development, Inc.** (hereinafter referred to as "**PARTNERS**"). The COUNTY and PARTNERS shall hereinafter be referred to jointly as the "Parties".

WHEREAS, the COUNTY has received funding from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the CARES Act provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the COUNTY was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents; and

WHEREAS, the United States Department of Treasury ("Treasury") has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, this Agreement is intended to promote the most efficient distribution of financial resources which have been made available to the COUNTY to benefit the citizens of the COUNTY, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES Act provides that the federal government may recoup the improperly spent funds from the COUNTY; and

WHEREAS, the COUNTY and its residents have suffered secondary effects of the coronavirus emergency, as the State of Illinois has ordered the closure of non-essential businesses; and

WHEREAS, PARTNERS is a 501(c)(3) private, non-profit corporation created by

the COUNTY for purposes of fostering and maintaining economic vitality by promoting business and employment in Lake County; and

WHEREAS because of its contacts in the business community, PARTNERS is uniquely positioned to provide the COUNTY with assistance to efficiently and effectively deliver funding to businesses impacted by the COVID-19 crisis in the manner intended to have the greatest effect in assisting business and employment adversely affected by the COVID-19 crisis in Lake County; and

WHEREAS, the COUNTY, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use a portion of these funds to retain PARTNERS for purposes of administering the delivery of necessary funding to mitigate the interruption of local small businesses caused by the COVID-19 crisis; and

WHEREAS, the COUNTY and PARTNERS have agreed on PARTNERS fee for its services as provided by this Agreement; and

NOW, THEREFORE, the COUNTY and PARTNERS hereby agree as follows:

1. PARTNERS Responsibilities.

PARTNERS shall provide the following management services over the COUNTY's CARES Act funding through the Small Business Recovery Program ("Program") for small businesses impacted by the COVID-19 crisis as follows:

- a. PARTNERS, itself or through contractors or designees, shall:
- b. Launch and advertise the Program;
- c. Create and maintain web-based information for applicants about the Program, the processes for submitting and processing an application online and maintain these features for the duration of the Program, though applications may be closed upon disbursement of all allocated funds;
- d. Create the application;
- e. Receive and process the applications;
- f. Provide notification of Program application receipt to the applicant;
- g. Review all applications for completeness;
- h. Advise applicants of any missing information or defect;
- i. Maintain a log of all Program applications received including a tracking mechanism such as a file tracking number;
- j. Review each application to determine if the basic criteria of the Program have been met;

- k. Prepare application review files/documents for the Program application committee;
 - l. Manage the team or partner processing the applications.
 - m. Document the recommendations as to whether the Program applicant should receive Program funding and in what amount;
 - n. Communicate application status to each applicant;
 - o. Prepare list of applicants eligible to receive Program funding for the County to issue payment no later than September 30, 2020; and
 - p. Prepare Program reports which detail the number of applications received, the number of applications rejected, demographic information about the business (1) location, (2) type, (3) average number of employees, and (4) average annual income.
- B. Additionally, PARTNERS, itself or through contractors or designees, shall review the Program applications it receives for eligibility under the CARES Act, and the United States Department of the Treasury (“Treasury”) guidance, interpretations, and regulations, as interpreted and directed by the COUNTY. PARTNERS shall forward to the COUNTY for its review and funding approval only those applications that comply with the foregoing requirements as well as the COUNTY’s funding priorities.
- C. Throughout its performance of the foregoing responsibilities, PARTNERS shall follow the direction of the COUNTY as to the manner, form, timing, and delivery of its responsibilities.

2. COUNTY Responsibilities.

- A. The COUNTY and PARTNERS have agreed that for its services provided herein, PARTNERS shall be paid a flat fee of \$60,000.00 (Sixty Thousand Dollars and No Cents). The COUNTY shall pay PARTNERS 50% of that fee on or before July 1, 2020 and the remainder of said fee no later than December 1, 2020. If additional rounds of the program either beyond the initial \$10 million or beyond the initial six weeks are to be executed, additional fee schedules will be added.
- B. COUNTY shall direct PARTNERS as to the manner, form, timing, and delivery of its responsibilities. The COUNTY may also provide PARTNERS with the direction as to its Program funding priorities.
- C. Upon receipt of a Program application from PARTNERS, the COUNTY through its Program application committee, shall review the Program application and if the application satisfies the requirements of the CARES Act, the Treasury guidance, interpretations, and regulations at the time, as well as the COUNTY’s funding priorities, the COUNTY may approve the Program application up to the amount of funding recommended.

3. Documentation and Audits.

PARTNERS shall preserve all documentation relating to the applications it has received and to its administration of the Program, for one year, and shall upon two weeks advance notice by the COUNTY, make available for inspection and/or audit by the COUNTY any and all said records.

4. Termination.

A. The COUNTY or PARTNERS may terminate this Agreement without cause on 30 days written advance notice.

B. If PARTNERS shall fail to deliver on any of the Responsibilities as set forth in Article 2 above in manner, form, or timing as directed by the COUNTY, the COUNTY may perform the Responsibility itself, reducing the fee to PARTNERS based on the prorated time County staff devoted to performing the said Responsibility. At a minimum, third party costs incurred by PARTNERS will be reimbursed by the COUNTY. Additionally, for any breach of this Agreement by PARTNERS, including but not limited to failure to deliver any responsibility of PARTNERS in the manner, form, or timing as directed by the COUNTY, the COUNTY may immediately terminate this Agreement. Alternatively, the COUNTY in its sole discretion may elect to provide advance notice of Termination for Cause and may allow PARTNERS up to 30 days to cure the reason for the termination, failing which the Agreement will be terminated. The COUNTY may also immediately suspend or terminate this Agreement if Treasury terminates its CARES Act funding to the County under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the CARES Act funding is merely reduced and in the absence of any contrary Treasury directive, PARTNERS may readjust its budget and recommend written amendments of this Agreement to the COUNTY.

5. Notices.

Notices under this Agreement shall be sent by email to the following individuals at the indicated email addresses:

To the COUNTY:

Patrice Sutton, Director of Finance, COUNTY, at psutton@lakecountyl.gov.

To PARTNERS:

Kevin Considine, President & CEO, PARTNERS, at kconsidine@lakecountypartners.com

6. Compliance with Federal Rules and Regulations.

PARTNERS agrees to abide by the CARES Act, all applicable federal rules and regulations, and guidance as set forth and as amended from time to time, and all applicable state and local law.

7. Indemnification.

Each party agrees to defend, indemnify and hold harmless the other from any and all

claims of any nature whatsoever which may arise from or relate to the other party's performance or obligations under this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering PARTNERS liable for acts of the COUNTY, its officers, agents or employees.

8. Time is of the Essence.

Time is of the essence in this Agreement.

9. Amendments.

Any revision to this Agreement shall be made by written amendment to this Agreement. This Agreement, including exhibits attached hereto and incorporated herein by reference, represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements, and understandings relating thereto.

10. Assignment.

The COUNTY acknowledges that PARTNERS will have to contract with 3rd party staffing and technology firms, such as Aerotek, or one inclusive partner such as Accion, to execute this program. The performance covered by this Agreement shall not be assigned or delegated without the prior written consent of the COUNTY.

11. Duration of Agreement.

This Agreement shall remain in full force and effect until December 30, 2020. The remedies provided hereunder, however, shall survive the termination of this Agreement.

12. Insurance

PARTNERS 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 PARTNERS' 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 PARTNER'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 PARTNERS 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 PARTNERS' 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.

Professional Liability – Cyber Liability (if applicable)

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 (if applicable)

PARTNERS' 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) PARTNERS' insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) PARTNERS 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 PARTNERS fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to PARTNERS.

13. Independent Contractor

PARTNERS 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 PARTNERS' manner, detail, or means by which PARTNERS accomplishes tasks under this

Agreement.

14. 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.

15. 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.

16. 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.

17. 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.

18. Debarment and Suspension

This contract is covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, PARTNERS is required to verify that none of PARTNERS' principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

PARTNERS must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction in enters into.

This certification is a material representation of fact relied upon by Lake County. If it is later determined that PARTNERS did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to PARTNERS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

PARTNERS agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.R.R. pt. 3000 subpart C throughout the period of any contract that may arise. PARTNERS agrees to include a provision requiring such compliance in its lower tier covered transactions.

19. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

20.. Procurement of Recovered Materials

In the performance of this contract, PARTNERS shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PARTNERS also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

21. Access to Records

PARTNERS agrees to provide Lake County , the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

PARTNERS agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

PARTNERS agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, Lake County and PARTNERS acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

22. DHS Seal, Logo and Flags

PARTNERS shall not use the DHS seal(s), logos, crests, or reproductions of flags or

likenesses of DHS agency officials without specific FEMA pre-approval.

23. Compliance with Federal law, Regulations, and Executive Orders

This is acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. PARTNERS will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

24. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, PARTNERS, or any other party pertaining to any matter resulting from the contract.

25. Program Fraud and False or Fraudulent Statements or Related Acts

PARTNERS acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the PARTNERS' actions pertaining to this contract.

26. Authority to Sign.

By their respective signatures below, the undersigned verifies that he/she is duly authorized to sign this Agreement on behalf of the indicated Party.

IN WITNESS WHEREOF, the COUNTY and PARTNERS have executed this Agreement as of the date first above written.

COUNTY OF LAKE

**LAKE COUNTY PARTNERSHIP
FOR ECONOMIC DEVELOPMENT**

Chair, Lake County Board

Authorized Signature

Printed Name

Title

ATTEST:

ATTEST or Notarization:

Lake County Clerk