

AGREEMENT # 22099
PROFESSIONAL SERVICE AGREEMENT
BETWEEN LAKE COUNTY AND THE
LAKE COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT

This agreement is effective December 1, 2022 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, 55 ILCS 5/5-1005 (21), authorizes the COUNTY to appropriate and expend funds from the county treasury for economic development purposes, including the making of grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development in the county; and

WHEREAS, the COUNTY contracted with the LCP for the period December 1, 2017 through November 30, 2022 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 have 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 have 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 one-year professional service agreement starting December 1, 2022 through November 30, 2023. Lake County reserves the right to renew for four additional one-year renewals. 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.

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. 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 only where not superseded by the terms or specifications contained in this Agreement.

- A. This Agreement.
- B. Consultant's proposal dated May 2022.
- C. The Consultant's Economic Development Update dated March 2022, specifically sections: the project pipeline, four-year metrics, and the comprehensive economic development strategy sections.

SECTION 3. RESPONSIBILITIES.

- A. The COUNTY shall:
 - 1. Recognize LCP as the central focal point for economic development activities in Lake County, which includes without limitation,
 - 2. LCP's processing of industrial revenue bonds and the collection and use of the related IRB fees by LCP as follows:
 - a. IRB fees are directed to the COUNTY as revenue of the COUNTY.
 - b. The COUNTY appropriates the IRB proceeds for payment to LCP.
 - c. LCP receives the fees from the COUNTY for the services of processing IRB's on the COUNTY's behalf.
 - d. Legal counsel is subject to the approval by the COUNTY through the State's Attorney's Office.
 - e. A copy of the invoice for legal fees shall be presented to the State's Attorney's Office for informational purposes only.

3. 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 One (1) year, subject to annual budgetary appropriations and an evaluation of the effectiveness of LCP in achieving the COUNTY's economic development objectives, beginning December 1, 2022, as follows:
 - a. Annual allocations of \$387,000 per fiscal year for program service delivery will be paid quarterly upon the receipt of an invoice from LCP as follows:
 - 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.
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.
9. Provide regular reporting on implementation of the Comprehensive Economic Development Strategy.

SECTION 4. 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 5. 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 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. 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.

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)

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 8. CONTRACT DOCUMENTS.

This Agreement shall constitute the entire agreement between the COUNTY and LCP and shall supersede and replace any existing Agreements between the parties.

SECTION 9. DURATION.

This agreement shall remain in effect for one year from the effective date of December 1, 2022. Lake County reserves the right to renew for four additional one-year renewals. 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 10. 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 11. 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 12. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

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. 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.

SECTION 13. 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 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, State of Illinois.

SECTION 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.

SECTION 16. 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:

Kevin Considine
President & CEO
Lake County Partners
One Overlook Point, Suite 280
Lincolnshire, IL 60069

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 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.

SECTION 19. NEWS RELEASES

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

SECTION 20. 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:

Sandra Hart, Chair
Lake County Board

Date

ATTEST:

County Clerk

Date

LAKE COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT, INC.:

Kevin S. Considine, President & CEO

Date