

**AGREEMENT #18133 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County ("County") and Mission Critical Partners (aka MCP) ("Consultant"), 690 Gray's Woods Blvd., Port Matilda, PA 16870

RECITALS

WHEREAS, Lake County is seeking a qualified firm to provide services for 9-1-1 Consolidation Implementation and Migration Planning as noted in the Request for Proposal dated 8/16/2018, ("Services"); and

WHEREAS, Mission Critical Partners has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement as stated in the Consultant's proposal dated December 10, 2018.

NOW, THEREFORE, Lake County, on behalf of a consortium of public safety entities established through an intergovernmental agreement ("Consortium"), 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. Terms and Conditions identified in RFP 18133 911 Consolidation Implementation and Migration, **Exhibit A**.
- C. Consultant's proposal and all exhibits thereto, including statement of work, dated December 10, 2018 and noted as **Exhibit B**.

SECTION 2. SCOPE OF WORK

MCP has provided a roadmap in the Project Approach and Tasks section of Exhibit B to achieving the Consortium's Objectives listed in Exhibit A and the deliverables listed below.

Deliverables:

- *Project Plan*: Provided at (or soon after) the Project Kickoff Meeting showing the Consultant's plan. Defines timelines to meet expectations. (Payment- 15 percent upon kick off and project plan approval.)
- *First Draft of Plan*: Contains data, analysis, best practices, options, recommendations, risk, and decision support products (charts, slides, matrixes, etc.) to support Operations Committee and then the Policy Committee decision on the concept for detailed planning. (MCP's "Administrative Draft" with on-site subject matter expertise and technical support

for concept discussion, evaluation, and comparison.) (Payment- 30 percent upon completion of on-site review of first draft of plan.)

- *Second Draft of Plan:* Once the Consortium decides on the concept for detailed planning, the second draft of the plan must include sections that discuss the concept decision process, options considered, and the final decision as well as a detailed implementation plan consisting of a written description supported by a project plan (Gantt chart or similar, agreed upon project display and tracking tool). *(MCP's "Stakeholder Draft" with on-site support to present, discuss, and modify detailed aspects of the implementation plan.)* (Payment- 30 percent upon completion of on-site review of second draft of plan.)
- *Third Draft of Plan:* Final draft for review and approval by the Consortium Operations Committee and then the Policy Committee. *(MCP's "Final Draft" with possibility of on-site support to participate in plan presentation and to capture final modifications.)* (Payment- 15 percent upon completion of on-site review of third draft of plan.)
- *Final Plan:* The final deliverable must be an executable implementation and migration plan with detailed steps identified for consolidating to a regional 9-1-1 environment for dispatch communication for Lake County partner agencies as well as contain all supporting information (data, analysis, options, recommendations, decisions, etc.). (Payment- 10 percent upon approval of final plan.)

SECTION 3. DURATION

This Agreement shall be effective as of the date Lake County gives Consultant notice to proceed, and unless terminated pursuant to Section 16 shall be effective until the date the work is complete. The work is complete upon a determination of completion by Lake County. 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.

SECTION 4. AGREEMENT PRICE

Lake County will pay the Consultant an amount of \$115,808. The Consultant will bill the County and will be paid based on verified completion of each deliverable and the percentages identified in Section 2 of this agreement (Project Plan, First Draft of Plan, Second Draft of Plan, Third Draft of Plan, and the Final Plan). The final deliverable (the Final Plan): an executable implementation and migration plan with detailed steps identified for consolidating to a regional 9-1-1 environment for dispatch communication for Lake County partner agencies as well as contain all supporting information (data, analysis, options, recommendations, decisions, etc.) must be completed to receive final payment.

Additional services shall be proposed on a project basis and rendered upon prior written approval of Lake County (on behalf of the Consortium) at the rates indicated in exhibit B. The County does not guarantee any specific amount of services shall be performed under this Agreement.

SECTION 5. INVOICES & PAYMENT

- A. A purchase order will be issued for the work and the Consultant shall submit invoice(s) detailing the services provided in accordance with the deliverables and percentage of payment identified in Section 2 of this agreement 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 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. Increases must be approved by the Consortium Policy Committee. 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, employees, and the Consortium and each of them against and hold it and them harmless from any and all lawsuits, third-party claims, demands, actual and direct damages and out of pocket expenses, including court costs and reasonable 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.

Neither party shall be liable for any indirect or consequential damages related to this Contract. Direct damages are limited to an amount not greater than the fees received by Proposer under this Contract for the portion of the services giving rise to the claim.

All information pertaining to records, property, financial or other information acquired under the scope of this contract shall be strictly confidential and the sole property of Lake County. The Consultant shall return all information to Lake County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of Lake County. Upon County request, the Consultant must provide all Lake County data in a documented, standard format. Notwithstanding anything to the contrary, this Contract does not affect the ownership of Consultant's pre-existing and/or independently developed intellectual property ("Consultant's Intellectual Property Rights"). For materials that are delivered under the Contract, but that incorporate Consultant's Intellectual Property Rights not produced under this Contract, Consultant hereby grants to the County a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) to use Consultant's Intellectual Property Rights, including the right to copy, perform, display, execute, reproduce, and modify Consultant's Intellectual Property, solely as contained within the materials that are delivered under this Contract.

SECTION 8. INSURANCE

Consultant shall maintain for the duration of this Agreement and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois, in the following types and amounts:

Workmen's Compensation Insurance covering all liability of Consultant arising under the Illinois Workmen's Compensation Act and Illinois Workmen's Occupational Disease Act; limits of liability not less than statutory requirements.

Professional Liability to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Proposer agrees that with respect to the required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Consultant's insurance shall be primary in the event of a claim.
- c) Consultant agrees that with respect to the required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and, except for Professional Liability and Technology Errors and Omissions Insurance, if applicable, be provided with thirty (30) days' notice, in writing by endorsement, of cancellation.

Comprehensive General Liability in a broad form, on an occurrence basis, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Proposers, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Comprehensive Automobile Liability to include, Bodily Injury, Property Damage:

General Aggregate limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Miscellaneous Insurance Provisions:

To name Lake County as an additional insured **by endorsement** to all policies of insurance purchased or maintained in fulfillment of this Agreement;

To provide Lake County with thirty (30) days notice, in writing, of cancellation or material change of any policies or coverage;

To agree that all of the insurance required of Consultant shall state that the coverage provided by Contractor's insurer(s) shall be primary; and to provide Lake County with a waiver of subrogation in favor of Lake County.

All insurance provided by Consultant shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought

All policies must be issued by insurance companies licensed to do business in Illinois and which obtain a rating from A.M. Best. The A.M. Best rating shall be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best rating is less than A VII or a Best's rating is not obtained, Lake County has the right to reject insurance written by an insurer its deems unacceptable.

Hard copies of said Notices and Certificates of Insurance shall be provided to: Lake County Purchasing Division, 18 No. County St. - 9th Fl., Waukegan, IL 60085-4350.

Consultant shall provide Lake County with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. Failure to Comply: In the event the proposer fails to obtain or maintain any insurance coverage's required under this agreement, Lake County may purchase such insurance coverage and charge the expense to Consultant.

SECTION 9. INDEPENDENT CONTRACTOR

Consultant is defined and identified as an independent consultant, 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:

Mission Critical Partners
690 Gray's Woods Blvd
Port Matilda, PA 16870

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.

SECTION 19. NEWS RELEASES

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

SECTION 20. KEY PERSONNEL

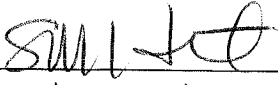
Consultant shall not replace any Key Personnel without the County's prior written consent, which shall not be unreasonably withheld. Should one of the Key Personnel be reassigned, become incapacitated, cease employment by Consultant, and/or be unable to perform the functions or responsibilities assigned to him or her, Consultant shall (i) within ten (10) business days, temporarily replace them with another properly qualified employee and (ii) within thirty (30) calendar days, permanently replace the contact. Lake County reserves the right with advance notice, and Consultant having the opportunity to remedy, to request the dismissal and removal of Consultant staff from the project for reasonable cause. Any decision to substitute or replace Consultant Subcontractor for the implementation of proposed solution, will need a prior written consent from the County.

SECTION 21. NONSOLICITATION OF EMPLOYEES

During and for one (1) year after the term of this Agreement, County will not solicit the employment of, or employ the Consultant's personnel, without the Consultant's prior written consent.

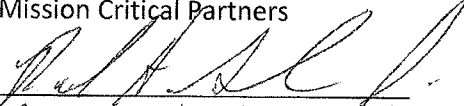
IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:


Sandy Hart
Chair, Lake County Board

Date 1/16/19

Mission Critical Partners


ROBERT H. STARNICE, JR.
SENIOR VICE PRESIDENT

Date 12/28/18