

19014
AGREEMENT FOR PROFESSIONAL SERVICES
For LAKE COUNTY

This AGREEMENT is entered into by and between Lake County (hereinafter “County”) and Lake County Partners (hereinafter “Contractor” and or Consultant), 100 Tri-State International Drive, Suite 122, Lincolnshire, Illinois 60069.

RECITALS

WHEREAS, Lake County is seeking a Contractor to provide services for a Business Engagement Program to expand upon the success of the business outreach program established between Workforce Development and Lake County Partners by focusing efforts on building new relationships and getting more information about the assets the ecosystem partners can bring to employers/businesses throughout Lake County as noted in the Contractor’s proposal (the “Services”); and

WHEREAS, the Contractor has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and the Contractor agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire agreement between Lake County and the Contractor are in order of precedence:

- A. This Agreement and all exhibits thereto; and,
- B. Exhibit A: The Contractor’s proposal.

SECTION 2. SCOPE OF WORK

Lake County Workforce Development administers the Workforce Innovation and Opportunity Act (WIOA) grant and programs. Employers and businesses are key customers of Workforce Development. They are not only stakeholders, but resources in understanding the needs of local businesses and developing talent through WIOA-funded programs. Furthermore, employers and businesses function as program users. They make internships available and create training and onboarding plans by which new hires gain the skills and talent needed to be successful on the job, retain employment, work on a career pathway, and train current employees to retain and advance and to avert layoffs.

Lake County Workforce Development (WDD) will utilize Lake County Partners to connect with a greater pool of industry and employers to better educate businesses on the services of WDD along with the other partners of the ecosystem and job center. They shall provide a continuum of shared information on programs, incentives, and trainings that businesses throughout Lake County can access to train the talent they need, meet demands of industry, and better position themselves in a competitive global economy.

Lake County Partners has identified that they have successful media to connect with a greater number of employers/businesses throughout Lake County and Workforce Development will partnering and sponsoring these media.

A key element to the success of the work completed between Lake County Partners and Workforce Development has been the utilization of a common customer relations management system, Salesforce. Workforce Development is interested in supporting the administration of Salesforce along with purchasing Salesforce licenses.

Lake County Partners (LCP) will invoice the Workforce Department monthly for staff and overhead and per successful delivery of activities.

Lake County Partners will provide:

- Lake County Partners will identify Lake County employers in in-demand industry sectors that have a workforce development need and/or are interested in learning more about what the partners of the ecosystem and job center have to offer.
- Lake County Partners will market and recruit businesses/employers to attend a forum; no less than 8 employers/businesses should attend each forum.
- Lake County Partners will target a forum for the major key industries in Lake County, a small business forum, a forum for employers with common workforce needs, and a forum for a specific municipality.
- Lake County Partners will be responsible for communicating and scheduling dates/times with Workforce Development.
- Lake County Partners will be responsible for maintaining Salesforce, administering Salesforce, providing monthly and quarterly reports from Salesforce data, providing a data analysis on the forum attendance.
- Lake County Partners will be responsible for working with the Workforce Board to establish opportunities for sponsored events in which the Workforce Board can communicate its role along with access to Workforce Development programs and services.

The Workforce Department will provide:

- Attendance at each forum
- Prepare materials and presentations for each forum
- Set up next steps and appointments with employers/businesses
- Provide for grant funded programs
- Update Salesforce with most relevant and current information

The Workforce Board will provide:

- Context for sponsored events
- Materials and presentations at sponsored events
- Oversight of the budget and agreement

Workforce Development agrees to reimbursement Lake County Partners monthly for Salesforce Administration – not to exceed 50% of a staff person responsible for Salesforce administration. The deliverable for this administration includes:

- Workforce Development agrees to reimbursement Lake County Partners for Salesforce licenses at the agreed-upon annual rate in the agreement between Lake County Partners and Salesforce. The deliverable for this includes Workforce Development staff have (What Level) access to Salesforce.
- Workforce Development agrees to reimburse Lake County Partners for forums at \$5,000 per forum, to be invoiced per event with the list of employers in attendance. The deliverable is not to exceed 6 forums in year one of the agreement. Target 8 employers/businesses at each forum. Forums held by industry, small business, geographic location, common workforce development issues. Forum calendar agreed to by Workforce Development team.
- Workforce Development agrees to reimburse Lake County Partners for a Workforce Development Board sponsorship of one quarterly news-letter and one quarterly economic development event annually. Not to exceed \$2,500 per sponsorship. The deliverable is a focus on workforce development trends and information as agreed to by the Workforce Board.

SECTION 3. DURATION

The contract will commence upon execution and remain in effect for a one (1) year period with the option of extending up to three (3) additional one (1) year periods. 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 the Contractor a fee of \$80,723 for deliverables identified in the Contractor's proposal. The Contractor will bill the County not more than once per month based upon the actual expense reimbursement as the budget below reflects.

Budget

Salesforce Administration – 50% of staff time	\$34,600
Salesforce Licenses - \$1,750/ 4 staff	\$ 7,000
Employer Forums/Events - \$5,00 each	\$30,000
Workforce Board sponsor newsletter	\$ 2,500
Workforce Board sponsor EDAG meeting	\$ 2,500
General Overhead	\$ 4,123
Total Agreement	\$80,723

SECTION 5. INVOICES & PAYMENT

A Purchase Order will be issued for the work and Contractor shall submit invoice(s) detailing the products and services provided and identify the Purchase Order number on all invoices. All Payments shall be made in accordance with the Local Government Prompt Payment Act. 50 ILCS 505/1 et seq.

SECTION 6. INDEMNIFICATION

The Contractor agrees to indemnify, save harmless and defend Lake County, their 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 the Contractor. 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, their agents, servants, or employees or any other person indemnified hereunder.

SECTION 7. INSURANCE

The Proposer 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 the Proposer arising under the Workmen's Compensation Act and 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**

Comprehensive General Liability in a broad form, 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**

Lake County named as additional insured **by endorsement** as their interest may appear; provided with thirty (30) days notice, in writing, of cancellation or material change;

Provided 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 of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Purchasing Division, 18 No. County St. – 9th Fl., Waukegan, IL 60085-4350.

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 the Contractor.

SECTION 8. INDEPENDENT CONTRACTOR

The Contractor 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 Contractor's manner, detail, or means by which Contractor accomplishes tasks under this Agreement.

SECTION 9. 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 10. 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 11. 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 12. 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 13. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to the Contractor relative to this Agreement shall be addressed to the Contractor at the address shown herein below:

Lake County Partners
100 Tri-State International Drive, Suite 122
Lincolnshire, Illinois 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 14. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned, 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.

SECTION 15. TERMINATION

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

SECTION 16. CONFIDENTIALITY

Both parties acknowledge that customer is 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.)

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

Lake County:

Lake County Partners

Purchasing Agent
Lake County

Name /Title

Date _____

Date _____

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