

**AGREEMENT FOR PROFESSIONAL SERVICES  
For LAKE COUNTY**

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

**RECITALS**

WHEREAS, Lake County 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 assume responsibility for this Agreement.

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

### **Task 4 - Contract Negotiations (optional)**

Upon identification of 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.

### **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 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

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. 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.

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 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.
- 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. 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 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 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](mailto: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 Horwath LLP  
Attn Alicia L. Antonetti-Tricker, Principal  
One Mid America Plaza, Suite 7000  
Oak Brook, IL 60522-3697

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. 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 Horwath LLP is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath



LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

## **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.

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 \_\_\_\_\_