AGREEMENT #21022
AGREEMENT FOR PROFESSIONAL SERVICES
For LAKE COUNTY

This AGREEMENT is entered into by and between Lake County ("County") and David Gomez Partners ("Consultant"), 1100 Jorie Blvd, Suite 126, Oak Brook, IL 60523.

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide executive recruitment and employee leasing services for Lake County as noted in the Consultant's proposal dated March 2, 2021 ("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. Request for Proposal # 21022 as Exhibit A
C. Consultant's proposal and all exhibits thereto, March 2, 2021 as Exhibit B

SECTION 2. SCOPE OF WORK
A full scope of work can be found in Exhibit A & Exhibit B of this agreement.

The consultant will use multiple methods of recruitment including, but not limited to, virtual hiring events and video-mediated technology and assessments.

1) Developing candidate profiles.
2) Advertising the positions.
3) Source job candidates through a number of different channels including advertising in nationally-recognized publications likely to attract qualified candidates, proactively reaching out to candidates in the marketplace that may not be actively seeking the position, accessing the firm's network of qualified candidates and other best practice recruitment strategies utilized in the industry.
4) Solicit input from Lake County Stakeholders, through meetings and/or interviews to understand the role, responsibilities, qualifications and appropriate experience needed for the position.
5) Develop a recruitment strategy, process and timetable for completion of the work in consultation with Stakeholders.
6) Develop an accurate and enticing job description.
7) Assess the qualifications of interested candidates against those required in the Job Description followed by telephone and/or video interviews.
8) Reviewing initial candidates with stakeholders.

9) Presenting written reports on background, strengths, accomplishments, conduct in depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in personal dimensions identified by the job description as well as the vendor's interviews with (stakeholders) for each recommended finalist.
10) Recommend potential candidates for interview by stakeholders.
11) Facilitating final interview processes with some suggested interview questions and participate in a process with Lake County for interviews including coordinating candidate's participation in interviews.
12) Debrief stakeholders following interviews and identify additional candidates if necessary.
13) Verify selected candidate's educational background, and conduct criminal (possibly to include fingerprinting), financial, media and civil litigation checks.
14) In the event politically sensitive or potentially embarrassing issues arise from the candidate's background, conduct in-depth interviews with the principle parties to clarify the event and clearly present to Lake County a picture of the event.
15) Coordinate psychological assessments.
16) Assisting the County with negotiating a contract, coordinating all correspondence, travel arrangements, and recordkeeping.
17) Notify rejected candidates.
18) In the event that the selected candidate does not report to work or leaves employment with Lake County within the one-year (1-yr), an additional recruitment and selection process will be conducted at no cost to Lake County.

SECTION 3. DURATION

This contract shall be in effect for a one (1) year period from date of award. Lake County reserves the right to renew this contract for four (4) additional one (1) year periods, subject to acceptable performance by the Consultant and upon appropriation of sufficient funds.

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 per recruitment based on unit pricing identified in the Consultant's proposal dated March 2, 2021. Recruitment fee of 25% of candidates first year's base salary.

Additional services may be proposed and rendered upon prior written approval of the Lake County Administrator's Office at the rates indicated herein. 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 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 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 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:

<u>Commercial General Liability Insurance</u>

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 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:

David Gomez Partners
1100 Jorie Blvd, Suite 126, Oak Brook, IL 60523

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.

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

Lake County:	David Gomez Partners:
Signature:_____	_____
Printed Name:_____	_____
Title:_____	_____
Date _____	Date _____