

21041
AGREEMENT FOR PROFESSIONAL SERVICES
For LAKE COUNTY

This AGREEMENT is entered into by and between Lake County ("County") and Mesirow Insurance Services, Inc. ("Contractor"), 353 North Clark Street, Chicago, IL 60654

RECITALS

WHEREAS, Lake County is seeking an insurance broker to provide services as identified for RFP 21041 for Insurance Broker Services for Lake County; and

WHEREAS, Contractor has the professional expertise and credentials to provide these services and has agreed to assume responsibility for its obligations under this Agreement.

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

SECTION 1. AGREEMENT DOCUMENTS

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

- A. This Agreement and all exhibits thereto; and,
- B. Terms and Conditions identified in RFP 21041 Insurance Broker Services, Exhibit A
- C. Contractor's RFP response to RFP 21041 proposal dated March 30, 2021 and all exhibits thereto identified within as Exhibit B.

SECTION 2. SCOPE OF WORK

To provide to the County insurance broker services as identified in RFP 21041 and services identified on Contractor's Response identified within as Exhibit A and B.

SECTION 3. DURATION

This contract shall be in effect for an initial two (2) year period upon execution. Lake County reserves the right to renew this contract for three (3) additional one (1) year periods, subject to acceptable performance by the Contractor and upon appropriation of sufficient funds. At the end of any contract term, Lake County reserves the right to extend this contract for a period of sixty (60) days for the purpose of getting a new contract in place.

SECTION 4. AGREEMENT PRICE

The Contractor will be paid the following for services rendered as noted in RFP 21041 a not to exceed amount of \$73,900 annual service fee for all brokerage services including Safety Consulting services. Notary bond program is on commission basis (commission is usual and customary).

SECTION 5. INVOICES & PAYMENT

The Contractor shall submit invoice(s) detailing the services provided in accordance with the payment provisions of this contract. Invoices will be billed and sent directly to the requesting Lake County Department and Payment shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 6. INSURANCE

The contractor 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 with your proposal, 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:

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

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

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)

Professional Liability – Errors and Omissions (if applicable)

The Engineers/Architects/Contractors 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.

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*)

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) [Intentionally left blank];
- b) The Contractor's insurance shall be primary 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. Contractor shall endeavor to provide thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- d) Lake County shall be provided with Certificates of Insurance and 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. Said Notices and Certificates of Insurance shall be provided to:

Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent

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 7. INDEPENDENT CONTRACTOR

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 8. 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 9. 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 10. 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 11. NOTICES AND COMMUNICATIONS

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

Mesirow Insurance Services, Inc.
Attn: General Counsel
353 North Clark Street
Chicago, IL 60654

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 12. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

The Contractor shall not assign this contract or any part thereof, without prior written consent of Lake County Purchasing Division.

SECTION 13. 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 shall be entitled to receive payment from the County for work completed to the termination 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 reasonable attorney's fees and expenses.

SECTION 14. CONFIDENTIALITY

Both parties acknowledge that Contractor'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 15. NON-DISCRIMINATION:

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply the Public Works Employment

Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

SECTION 16. CHANGE IN STATUS:

The Contractor shall notify Lake County immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status.

SECTION 17. INDEMNIFICATION AND HOLD HARMLESS CLAUSE:

The Contractor 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 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 to the extent Contractor’s negligence causes injury. In no case shall the foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder. Notwithstanding any other term or provision of this contract, Contractor shall only be liable for actual damages incurred by Lake County, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this contract, if any, of Contractor to Lake County for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

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

Lake County:

Mesirow Insurance Services, Inc.:

Purchasing Agent
Lake County

Title

Date _____

Date _____