

**AGREEMENT # 17145 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County (“County”) and A Safe Place (hereinafter “Contractor”), 2710 17th Street Zion, IL 60099

RECITALS

WHEREAS, Lake County is seeking a Contractor to provide services as noted in Exhibit A Letter of agreement Neutral Site Custody Exchange Services, (“Services”); and

WHEREAS, 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 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. Contractor’s Letter of Agreement Neutral Site Custody Exchange Exhibit A

SECTION 2. SCOPE OF WORK

A Safe Place will operate a facility to perform the duties related to the Neutral Site Custody Exchange as noted within Exhibit A

SECTION 3. DURATION

The contract will commence December 1, 2017, and remain in effect for a two (2) year period with the option of extending up to three (3) additional one (1) year periods not to exceed a total of five (5) years.

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 \$167,000 in the first year December 1, 2017 to November 30, 2018 and in subsequent years a not to exceed annual dollar amount of \$160,000. The Circuit Court agrees to provide funding to A Safe Place in an amount it deems appropriate to sustain the operation of the Neutral Exchange Site Facility for the services it provides to the Circuit Court. In no event will the amount funded by the Circuit Court exceed \$160,000 or \$167,000 in the first year, or the projected annual amount of funds generated from the filing fee set by the county board pursuant to 55 ILCS 82/15.

SECTION 5. INVOICES & PAYMENT

- A. 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.
- B. Contractor shall maintain records showing actual time devoted and cost incurred. Contractor shall permit a representative from Lake County to inspect and audit all data and records of Contractor for work and/or services provided under this Agreement. Contractor 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

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 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 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, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 8. INSURANCE

Contractor 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 Contractor 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

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 the 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 Contractor 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 Contractor 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. Any 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.

Contractor 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 of 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 Contractor.

SECTION 9. 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 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 Contractor relative to this Agreement shall be addressed to the Contractor at the address shown herein below:

A Safe Place
2710 17th Street
Zion, IL 60099

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 Contractor, Contractor shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Contractor 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, Contractor 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 Contractor's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Contractor with any or all losses incurred, including attorney's fees and expenses.

SECTION 17. 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 18. WORK PRODUCT

All work product prepared by Contractor 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. Contractor shall deliver the work product to Lake County upon completion of Contractor's work, or termination of the Agreement, whichever comes first. Contractor may retain copies of such work product for its records; however, Contractor 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

Contractor 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:

A Safe Place

Purchasing Agent
Lake County

Title

Date _____

Date _____