

Resolution # 16-1

WHEREAS, it is necessary to systematically allocate costs incurred by County departments in providing support services to other County departments to (1) facilitate claiming indirect costs associated with federal programs, (2) determine the full costs of departments charging user fees to the public, and (3) charge enterprise funds for services provided by the general fund; and

WHEREAS, Sangamon County desires to allocate such costs based upon allocation data which is updated biennially, and

WHEREAS, with Fiscal Year 2006 now completed, the currently-used allocation data based on Fiscal Year 2004 costs is two years old and due for recalculation, and

WHEREAS, Sangamon County has satisfactorily utilized MAXIMUS, Inc. to complete the previous three Cost Allocation Plans, and

WHEREAS, Sangamon County has received the attached proposal and professional services contract from MAXIMUS, Inc. in the fixed amount of \$10,500.00 for completion of the Fiscal Year 2006 Cost Allocation Plan,

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 12th day of December, 2006, hereby approves the attached contract with MAXIMUS, Inc. and authorizes the Chairman of the County Board sign said contract for completion of the Fiscal Year 2006 Cost Allocation Plan.

Finance Committee

Paul Vaughan, Chairman

Rosmarie Lopez, Member

Wesley Beards, Member

William Williams, Member

Louis Lujan, Member

_____, Member

[Signature], Member

_____, Member

FILED

NOV 29 2006

Joe Quillo
Sangamon County Clerk

RECEIVED

NOV 27 2006

Paul Palazzolo
SANGAMON COUNTY AUDITOR

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
THE COUNTY OF SANGAMON, ILLINOIS**

THIS AGREEMENT, entered into this _____ day of _____, 2006 and effective immediately by and between MAXIMUS, INC. (hereinafter called the "Consultant") and the County of Sangamon, Missouri (hereinafter called the "County"),
WITNESSETH THAT:

WHEREAS, the County is interested in obtaining professional services for the preparation of a central service cost allocation plan and indirect cost rate proposal as defined in US Office of Management & Budget Circular A-87, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing such governmental cost determination studies, and

WHEREAS, the County desires to engage the Consultant to assist in preparing such a study.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The scope of services is a central service cost allocation plan and indirect cost rate proposal as defined in Consultant's letter dated November 22, 2006, which is attached hereto and incorporated by reference.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to assure their expeditious completion and best carry out the purposes of the agreement. A final report shall be submitted to the County seven weeks after commencement of on-site work, unless the time for performance is extended at the request of County.

4. **Compensation.** Compensation for tasks of the proposal shall be a fixed fee of \$10,500.

5. **Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall submit an invoice for the full fixed fee upon completion of the cost allocation plan and indirect rate proposal and acceptance by County.

6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are

mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. Services and Materials to be Furnished by County. The County shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County. The County is responsible for providing accurate and timely information necessary to prepare the central services cost allocation plan.

8. Rights to Terminate Contract. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project as may be requested by the County. The Consultant shall furnish the County, upon request, subject to reasonable prior notice, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Consultant shall not be obligated to deliver copies in person.

10. Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain interview notes, working papers and other documentation of findings for a period of five years after delivery of the final report.

11. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on within the County.

12. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only

and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. County not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.

16. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

18. Confidentiality. The County agrees that in connection with this Agreement, it may become aware of confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection of Consultant. Consultant shall advise County if any such proprietary information is contained in reports delivered to County. The County covenants and agrees to use its best efforts and diligence in guarding Consultant's confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection. The County further covenants and agrees that its employees and agents will not, directly or indirectly, use for him or herself or others any of Consultant's confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection during or at any time after the term of this Agreement.

19. Consultant Certification. The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe an officer or employee of the County, nor has the Consultant made an admission of guilt of such conduct that is a matter of record.

20. Limitation of Liability. In no event shall either party, its directors, officers, employees or agents be liable for any special, incidental, punitive, indirect, or consequential damages arising out of or in connection with the services provided under

Agreement for Cost Allocation Services between County of Sangamon, Illinois and MAXIMUS, INC.

this agreement, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof, even if advised of the possibility of such damages. This limitation shall apply to all claims whether under theory of contract, tort (including negligence), strict liability, or otherwise. MAXIMUS liability (if any) to customer or any third party is limited to four times the amount paid to MAXIMUS for the services.

21. Indemnification. Each party ("Indemnitor") agrees to indemnify and hold the other party ("Indemnitee") harmless from any claims, lawsuits, proceedings, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) made against or incurred by Indemnitee as a result of negligence, misrepresentation, error or omission on the part of Indemnitor or Indemnitor's employees, agents or representatives.

22. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Ryan McCrady
Sangamon County Administrator
Sangamon County Board Office
200 S. Ninth Street
Springfield, Illinois 62701

Bruce Cowans
Vice President
MAXIMUS, INC.
1033 Skokie Blvd, Suite 350
Northbrook, Illinois 60062

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

COUNTY OF SANGAMON, ILLINOIS

By: 
County Official

MAXIMUS, INC., a Virginia Corporation

By: 
Robert H. Antrim, Director