

Resolution 9-1

Whereas, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92, Sangamon County (County) wishes to enter into an Intergovernmental Agreement with other peer counties in order to fund a study to review the delivery and cost of overhead services, and to set cost standards for those services; and

Whereas, under the terms of the Intergovernmental Agreement, Sangamon County shall serve as the lead county, in order to facilitate proper notices and exchange of data; and

Whereas, the County desires to hire Fiscal Choice Consulting LLC to conduct such a study; and

Whereas, Fiscal Choice Consulting LLC has submitted a contract proposal to perform the study for a cost not to exceed \$25,013, for Sangamon County's portion of the study; and

Now therefore be it resolved by the members of the Sangamon County Board in session this 14th day of January, 2014, that Sangamon County enter into an Intergovernmental Agreement with other peer counties in order to fund a study to review the delivery and cost of overhead services, and to set cost standards for those services.

Respectfully Submitted,

Andy Holman
Debra Bruner
Cathy Scife
John Fulger
[Signature]
Rose Rejice

Jerome Zell
Sarah Musgrave
[Signature]
[Signature]
[Signature]

FILED

DEC 24 2013

Joe Aiello
Sangamon County Clerk

**Intergovernmental Agreement for Comparative
Overhead Cost and Staffing Project**

**(Exhibit C to the Professional Consulting Services Agreement
between Fiscal Choice Consulting, LLC and the
County of Sangamon, Illinois)**

Whereas the County of Sangamon, Illinois has entered into, or will enter into, an agreement (Consulting Agreement) with Fiscal Choice Consulting, LLC (Consultant), under which Consultant will undertake a project to collect and compare overhead costs and staffing data within and across certain counties in Illinois;

Whereas the project is more fully described in the Consultant's proposal dated October 29, 2013, which was sent to the Counties of Sangamon, Champaign, Jackson, McHenry, and Peoria;

Whereas the project recommends the costs and data of three or more counties in order to render a most meaningful set of findings;

In consideration of the mutual promises and covenants set forth below, the parties hereto, the County of Sangamon and the other counties executing this Agreement (collectively, Participating Counties), intending to be legally bound, agree, each with the other, as follows:

- (1) Lead County. County of Sangamon shall be the lead county among the Participating Counties and shall have the responsibility of providing notices to the Consultant regarding termination of the Consulting Agreement or a Participating County's withdrawal of participation in the project, and shall provide notice to the Participating Counties hereunder of any notices that it receives from Consultant. County of Sangamon shall also be responsible for promptly collecting and remitting Participating Counties' payments to the Consultant after consulting services have been invoiced.

- (2) Payments by Participating Counties. The cost of participating in the project is the fixed price of \$25,013 for each Participating County. Additional site visits beyond Consultant's work plan are available at the rate of \$230/hr. plus expenses, subject to written change orders of the Consulting Agreement between Consultant and the County of Sangamon and of this Agreement between the County of Sangamon and the individual Participating County requesting the additional site visits. Upon approval of this agreement each participating county shall deposit \$25,013 into a separate fund to be monitored and administered by Sangamon County for a payment of invoices

received from Consultant for this project. Consultant shall copy Participating County on all invoices to Sangamon County. If Participating County questions the invoice, it shall notify Consultant in writing (email is acceptable) and copy Sangamon County's Administrator. Consultant and Participating County shall work to resolve any questions about the invoice or matters related to such questions, with written copies to Sangamon County. In the event that 30 days pass from the date of the invoice without comment by Participating County, the consent of Participating County to payment shall be presumed.

- (3) Term. This Agreement shall take effect when it has been executed by three Participating Counties (Effective Date) and shall remain in effect until termination of the Consulting Agreement.
- (4) Withdrawal from this Agreement. A Participating County may withdraw from this Agreement at any time by written notice to County of Sangamon and the other Participating Counties. The withdrawing county will remain liable for payment of all services and expenses of Consultant relating to the withdrawing county as of the date of Consultant's receipt of the notice of withdrawal from Sangamon County. A withdrawing County shall have no right to and shall not be provided with the findings of the projects nor any updates to the database.
- (5) Data and Materials to be Furnished by Participating Counties. Each Participating County shall provide Consultant with the data and materials requested by either Consultant or County of Sangamon in order for Consultant to perform the services under the project. Each Participating County acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the county. Each Participating County shall provide all such data and materials in a timely manner sufficient to allow Consultant to provide the services. County of Sangamon shall have no liability to Participating Counties whatsoever if the Participating County provides incomplete or inaccurate data or provides data in an untimely manner.
- (6) Contact persons and Notices. Each party shall designate a contact person, listed below, who shall be responsible for working with the Consultant and with the parties hereto to resolve any issues such as incomplete or inaccurate data. Any notices required by this Agreement shall be sufficient if sent to the contact person in the United States mail, postage paid, to the address noted below:

County of Sangamon, Illinois
 Name: _____

County of Champaign, Illinois
 Name: _____

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County of Jackson, Illinois
Name: _____

County of McHenry, Illinois
Name: _____

County of Peoria, Illinois
Name: _____

(7) Changes. The terms of this Agreement may be changed only by written agreement signed by all then Participating Counties.

(8) Miscellaneous.

- a) The parties intend that the Consultant performing the project is an independent contractor to County of Sangamon and participating Counties and is not the agent or employee of County of Sangamon or any Participating County for any purpose.
- b) In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision. The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- c) The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- d) This Agreement 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 Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- e) No party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action (other than its own governmental action), labor

conditions, material shortages or any other cause which is beyond the reasonable control of such party.

- f) Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- g) Waiver by any party of a breach of any provision of this Agreement or the failure by any party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.
- h) This Agreement may be executed in several counterparts, each of which shall be considered an original, but which when taken together, shall constitute one Agreement. Executed facsimile transmissions and/or computer generated pdfs of this Agreement shall be deemed originals and shall be fully enforceable. The parties may deliver their respective executed counterparts by electronic (e-mail) delivery.

County of Sangamon, Illinois

By _____
 Printed name _____
 Title _____
 Date _____

County of McHenry, Illinois

By _____
 Printed name _____
 Title _____
 Date _____

County of Champaign, Illinois

By _____
 Printed name _____
 Title _____
 Date _____

County of Peoria, Illinois

By _____
 Printed name _____
 Title _____
 Date _____

County of Jackson, Illinois

By _____
 Printed name _____
 Title _____
 Date _____