

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

THIS AGREEMENT, entered into this 9th day of August, 2005, and effective immediately by and between MAXIMUS, Inc., a Virginia corporation (hereinafter called the "Consultant") and the County of Sangamon, Illinois (hereinafter called the "County"), **WITNESSETH THAT:**

WHEREAS, the County is interested in determining the cost of certain fee services that are subject to adjustment by County ordinance in the offices of Sheriff, County Clerk and Recorder and in the Health Department, and

WHEREAS, the Consultant has staff 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 study of the cost of fee services subject to adjustment by ordinance, as described in Consultant's July 25, 2005 proposal. That proposal is attached hereto and incorporated herein by reference. Legal review of the permissibility or advisability of any fee strategy and preparation of an implementing ordinance are the responsibility of the County.

3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed expeditiously, within 12 weeks after onsite commencement. Provided however, the Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties over which the Consultant does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein. One draft report and one final written report shall be submitted to the County. In the event that more than three weeks pass after delivery of the draft report without changes noted by County, Consultant shall reissue the report as final.

4. Compensation. Compensation shall be a fixed fee of \$29,500, inclusive of all professional services and expenses to complete the scope of work.

5. **Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice 50 percent of fee one month after commencement and the balance upon delivery of the final report. County shall pay invoices received within 45 days of the invoice date.

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 make reasonable effort to 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. Consultant shall be entitled to rely upon the accuracy of information provided to it by County.

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. Provided however, Consultant shall be compensated for services rendered and expenses incurred through the effective date of termination hereunder.

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 and other information relative to 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 first 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 reasonable and 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 ensure 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 and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

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 way 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. 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, which is a matter of record.

19. Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses that arise out of that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious acts and other unlawful conduct of its respective agents, officers and employees.

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 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. 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. Notice shall be effective upon receipt.

Ryan McCrady
County Administrator
Sangamon County
201 County Complex
200 South 9th Street
Springfield, IL 62701

Bruce Cowans
Senior Vice President
MAXIMUS, Inc.
One West Old State Capitol Plaza
Suite 501
Springfield, IL 62701

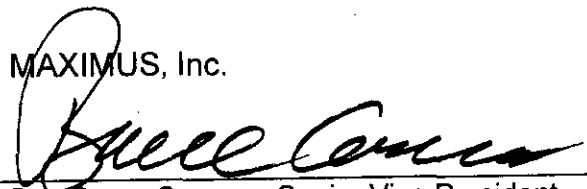
IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

County Of Sangamon, Illinois



By:

MAXIMUS, Inc.



By: Bruce Cowans, Senior Vice President