

Resolution 14-1

WHEREAS, the Sangamon County Board (Board) has determined that there have been credible and serious questions raised regarding the operations and conduct of the office of the Sangamon County Coroner (Office); and

WHEREAS, the Board takes these concerns seriously, and feels that these questions, if left unaddressed, will result in a loss in public confidence in the Office of the Coroner; and

WHEREAS, the Board feels that there is more than sufficient concern to warrant a comprehensive and thorough management audit of the Office of the Coroner; and

WHEREAS, the purpose of such a management audit is not to provide legal or medical opinions, but instead to review documentation of key decisions and controls to determine if the office followed appropriate rules and whether there are quality assurance controls in place; and

WHEREAS, while the conclusions and recommendations of such a management audit are unknown, and should not be prejudged, the most critical result of an audit should be to restore public confidence in the Office of the Coroner by ensuring that all issues and concerns were recognized, reviewed and addressed; and

WHEREAS, the Board acknowledges that it has no legal standing or authority to compel the Coroner to cooperate in such a management audit; and

WHEREAS, the Board is hopeful that the Coroner agrees that it is in the very best interests of the community for the Office to fully participate in an audit; and

WHEREAS, MAXIMUS, Inc. has the unique qualifications and past experience to conduct a management audit of the Coroner's Office; and the Board has been satisfied with the past services received from MAXIMUS Inc.; and

WHEREAS, a management audit may extend to the study of alternative means of providing the Coroner's function for the community; and

WHEREAS, MAXIMUS, Inc. has submitted a contract proposal for performing the audit described above for a cost not to exceed \$43,286.00; and

WHEREAS, county finances are severely constrained, but the Board firmly believes that there is no higher duty than to endeavor to maintain the public's confidence in all functions of government; and

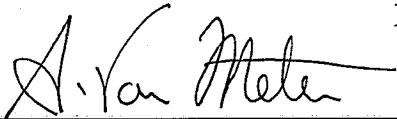
**FILED**

MAY 07 2010

*Joe Aiello*  
Sangamon County Clerk

NOW THEREFORE BE IT RESOLVED by the members of the Sangamon County Board in session this 11<sup>th</sup> day of May, 2010, that the proposal by MAXIMUS, Inc. for a management audit of the Sangamon County Coroner's Office is approved and payment for such audit is not to exceed \$43,286.00.

Respectfully Submitted,

  
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## AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010 by and between MAXIMUS Consulting Services, Inc. (FEIN 26-1557956), a wholly owned subsidiary of MAXIMUS, Inc. (hereinafter "Consultant"), and the County of Sangamon, Illinois (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the services as detailed in Exhibit A, the proposal dated \_\_\_\_\_
- (2) Term. This Agreement shall be in full force and effect for the term as stated in Exhibit A.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination. Upon Consultant's material breach, Client may terminate this Agreement upon thirty (30) days prior written notice to Consultant wherein Client shall specify the nature of the default and the effective termination date. Upon such notice, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination.

Client may terminate this Agreement for any reason upon sixty (60) days prior written notice to Consultant. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client guarantees the accuracy and completeness of the data it provides the Consultant. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the work under this contract and the Consultant shall not be liable for any missed or lost revenue associated with, or related to, the services provided pursuant to this Agreement. Consultant's aggregate liability arising from this Agreement shall be limited to a refund of the fees paid for the services, regardless of the basis of the claim.

(6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

(7) Copyright for Consultant's Proprietary Software. To the extent that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.

(8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.

(9) Indemnification. Consultant shall defend, indemnify and hold harmless Client from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.

(10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed four times the value of the contract.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, 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 regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

(11) Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Consultant shall, upon notice of audit, make work papers and other records available to the auditors.

(12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Brian McFadden  
County Administrator  
County of Sangamon  
200 South 9<sup>th</sup> Street, Room 201  
Springfield, IL 62701  
Tel (217) 753-6650  
brianm@co.sangamon.il.us

MAXIMUS Consulting Services, Inc.  
Attn: Bruce Cowans  
Senior Vice President  
1033 Skokie Boulevard  
Suite 350  
Northbrook, IL 60062  
Tel (847) 513-5508. (217) 789-0041  
FAX (847) 564-9136  
brucecowans@maximus.com

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

(13) Changes. The terms of this Agreement may be changed via a mutually executed written instrument.

(14) Miscellaneous.

a. 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.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. 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.

e. 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.

f. Neither 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, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

g. 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.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

By: \_\_\_\_\_  
(Client Official)

Title: \_\_\_\_\_

ATTEST:

Date: \_\_\_\_\_, 2010

MAXIMUS Consulting Services, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2010

**EXHIBIT A**  
**Term and Scope of Services**

The term of service shall commence upon execution of the agreement by the parties and shall continue for four months.

Consultant shall provide analytical services in support of a management audit of the Sangamon County Coroner's Office, as detailed in Consultant's May 7, 2010 proposal, which is attached hereto and made a part hereof.

**EXHIBIT B**  
**Compensation**

Consultant shall be compensated as a firm fixed price of \$43,286 for the services indicated in the detailed workplan in Exhibit A to this agreement.

Consultant shall invoice one third of the firm fixed price of each authorized task one month after commencing work, one third of the firm fixed price of each authorized task two months after commencing work and the balance upon delivery of the final report. Client shall pay invoices received within 45 days of the date of the invoice.