

**AGREEMENT #18193 FOR PROFESSIONAL SERVICES  
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County ("County") and The Matrix Consulting Group ("Consultant"), 101 Southpointe Drive, Suite E, Edwardsville, IL 62025

**RECITALS**

WHEREAS, Lake County is seeking a Consultant to provide services for an Operations and Organizational Assessment of the Department of Facilities and Construction Services (LCFCS) as noted in the Consultant's Request for Proposal dated December 19, 2018, ("Services"); and

WHEREAS, Consultant has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and Consultant agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents that constitute the entire Agreement between Lake County and Consultant are in order of precedence:

- A. This Agreement and all exhibits thereto; and,
- B. Terms and Conditions identified in RFP 18193 Operations and Organizational Assessment for the Lake County Department of Facilities and Construction Services, Exhibit A
- C. Consultant's proposal and all exhibits thereto, including statement of work, dated December 19, 2018 and noted as Exhibit B.

**SECTION 2. SCOPE OF WORK**

The primary objective of this assessment is to ensure that LCFCS is appropriately structured to meet the current and future needs of the County and to maximize its efficiency, effectiveness and use of best principles as a department and within each individual division. The Consultant will first conduct an organizational and operational assessment of LCFCS. Once Phase 1 is completed, the Consultant and the County will work collaboratively to develop a scope and timeframe for a Phase 2. Phase 2 is intended to be a deeper assessment and recommendations of the areas agreed upon between the Consultant and County. This will allow the County to respond to the findings and recommendations in Phase 1 and receive feedback to ensure that the County can achieve the desired and optimal improvements suggested in Phase 2. Additionally, this will give the County administration a chance to independently measure progress against the initial goals defined at the conclusion of Phase 1.

1.1 PHASE 1 is intended to be an objective operations and organizational assessment to understand what is working operationally and organizationally and what could be improved within LCFCS' operations, organizational structure and management. This overview shall provide impartial insight into – but not be limited to – the following:

- a) Organizational structure and reporting relationships
- b) Service delivery structure and functions within each division

- c) Workflow processes and workforce planning
- d) Existing technology, available technology, technology gaps, and technology needs
- e) Management and administrative policies
- f) LCFCS' relationships and collaboration with other County departments, agencies and units of government
- g) Availability and use of resources
- h) Employee, vendor and other stakeholder service level satisfaction
- i) Centralization or decentralization of specific functions
- j) Operations and/ or functions that could be consolidated with other internal service
- k) Current performance measures and those based on industry standards within each Division of LCFCS

1.2 PHASE 2 – While the scope, timeline for Phase 2 will be jointly agreed upon between the County and the Consultant, it is the County's intent that the findings and recommendations should address and/or be based upon – but not limited to – the following:

- a) Best-management practices and industry standards
- b) Optimal organizational structure model
- c) Streamlining procedures and processes
- d) Staffing requirements, both current and future, including specific benefits and outcomes with adding and/ or reducing staff
- e) Initiatives, goals and objectives of the Department
- f) LCFCS' service demands and quality of service delivery
- g) The efficiency and effectiveness of LCFCS' organization and operations relating to staffing, workload distribution, scheduling, productivity, technology, policy, and supervisory structure
- h) Operations and/ or functions that could be consolidated with other internal service
- i) Employee perceptions, understandings and morale
- j) Best principles and performance measures for LCFCS and its respective divisions
- k) Training needed to maximize operations and support succession planning

### **SECTION 3. DURATION**

This Agreement shall commence upon final execution. The Consultant shall submit a schedule showing the actual completion date to be submitted to the County for approval. Based on the Consultant's proposal and implementation plan Phase 1 is anticipated to be completed within a 14 week period with a completion date of Phase 1 on May 31, 2019.

The work is complete upon a determination of completion by Lake County. A determination of completion shall not constitute a waiver of any rights or claims which Lake County may have or thereafter acquire with respect to any provision of this Agreement.

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 Consultant an amount not to exceed of \$94,600.00 for deliverables identified in Consultant's proposal for work in Phase 1 and Phase 2 of this project. Phase 1 cost \$61,900 and Phase 2

cost \$33,000. The Consultant will bill the County not more than once per month based upon the actual expense reimbursement.

#### **SECTION 5. INVOICES & PAYMENT**

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing actual time devoted and cost incurred. Consultant shall permit a representative from Lake County to inspect and audit all data and records of Consultant for work and/or services provided under this Agreement. Consultant 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**

Consultant 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 Consultant. 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**

Consultant 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 Consultant 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 Consultant shall state that the coverage provided by Consultant'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 Consultant 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.

Consultant 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 Consultant.

#### **SECTION 9. INDEPENDENT CONTRACTOR**

Consultant 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 Consultant's manner, detail, or means by which Consultant 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 Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

The Matrix Consulting Group  
Richard P. Brady  
101 Southpointe Drive, Suite E  
Edwardsville, IL 62025

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 Consultant, Consultant

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

**SECTION 17. CONFIDENTIALITY**

Both parties acknowledge that Consultant'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 Consultant 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. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant 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**

Consultant 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:

The Matrix Consulting Group

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\_\_\_\_\_

Purchasing Agent

Richard Brady  
President

Date \_\_\_\_\_

Date \_\_\_\_\_