

RESOLUTION NO. 53-17

A RESOLUTION APPROVING AN AGREEMENT WITH MATRIX CONSULTING GROUP TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO THE VILLAGE OF CHATHAM FOR A PERFORMANCE AUDIT

WHEREAS, the Village of Chatham (hereinafter “Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Village went through an RFP process to consider and potentially select companies to perform a performance audit for the Village; and

WHEREAS, a majority of the Village Board believes that the proposal submitted by Matrix Consulting Group is the most suitable and best proposal for the Village; and

WHEREAS, the Village desires to retain and enter into an agreement with Matrix Consulting Group to provide professional consulting services and specifically a performance audit of the Village.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

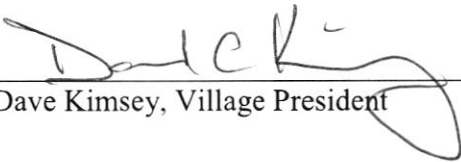
Section 2. Approval of Agreement. The Village Board of Trustees hereby approves the Agreement to Professional Consulting Services, attached hereto as Exhibit A, between the Village and Matrix Consulting Group, to conduct a performance audit, and hereby authorizes the Village President and Village Clerk to execute same.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 28 day of November 2017, at Chatham, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
TERRY FOUNTAIN		X		
BRETT GERGER	X			
NINA LINDHORST	X			
RYAN MANN	X			
MATT MAU		X		
PAUL SCHERSCHEL	X			
DAVE KIMSEY			X	
TOTAL	4	2	1	0

APPROVED by the President of the Village of Chatham, Illinois this 28 day of November, 2017.



Dave Kimsey, Village President

Attest: 

Amy Dahlkamp, Village Clerk

EXHIBIT A
AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

Agreement to Provide Professional Consulting Services to the Village of Chatham, Illinois

Matrix Consulting Group

THIS AGREEMENT, entered into this 28th Day of November, 2017 and effective immediately by and between Matrix Consulting Group (hereinafter called the "CONSULTANT" and the VILLAGE OF CHATHAM, ILLINOIS (hereinafter called "VILLAGE"), WITNESSETH THAT,

WHEREAS, VILLAGE desires to engage the CONSULTANT to Conduct a Performance Audit.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1 **Employment of Consultant.** VILLAGE agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in the VILLAGE'S Request for Proposal dated June 13, 2017 and incorporated into this Agreement as Attachment A; and CONSULTANT'S Proposal dated July 10, 2017 and incorporated into this Agreement as Attachment B.
- 2 **Time of Performance.** All services to be performed hereunder by the CONSULTANT shall be completed within 120 days of the project start date, unless this Agreement is terminated earlier as provided for herein.
- 3 **Compensation.** The VILLAGE agrees to pay the CONSULTANT a sum not to exceed **\$49,000**. CONSULTANT agrees to complete the project and all services provided herein for said sum.
- 4 **Method of Payment.** The CONSULTANT shall bill monthly for hours completed to date as described in CONSULTANT'S Price Proposal. Total payments shall not exceed the amount shown in (3), above. VILLAGE shall pay invoices within thirty (30) days of receipt.
- 5 **Changes.** VILLAGE may, from time to time require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between VILLAGE and the CONSULTANT, shall be incorporated in written amendment to this Agreement.
- 6 **Services and Materials to be Furnished by VILLAGE.** VILLAGE shall furnish the CONSULTANT with all available necessary information, data, and material pertinent to the execution of this Agreement. VILLAGE shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.

- 7 **Termination of Agreement.** If, for any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligation under this agreement, VILLAGE shall thereupon have the right to terminate this Agreement 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.
- 8 **Information of Reports.** The CONSULTANT shall, at such time and in form as VILLAGE may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information relative to project as may be requested by VILLAGE. The CONSULTANT shall furnish VILLAGE, upon request, with copies of all documents and other material prepared or developed in relation with or as part of project.
- 9 **Records and Inspections.** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the completion of the project, or for a longer time as may be required by law. VILLAGE shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities. All records, documents and information obtained by CONSULTANT shall be kept confidential by CONSULTANT and only released upon approval of the VILLAGE.
- 10 **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.
- 11 **VILLAGE Not Obligated to Third Parties.** VILLAGE shall not be obligated or liable hereunder to any party other than the CONSULTANT.
- 12 **When Rights and Remedies Not Waived.** In no event shall the making by VILLAGE of any payment to the CONSULTANT constitute or be construed as a waiver by VILLAGE of any breach of covenant, or any default which may exist on the part of the CONSULTANT and the making of any such payment by VILLAGE while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to VILLAGE in respect to such breach or default.
- 13 **Hold Harmless.** Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious action and other unlawful conduct of its respective agents, officers and employees.

- 14 **Insurance.** Consultant agrees to maintain insurance during the term of this Agreement: for comprehensive general liability in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate; automobile liability insurance in the amount of \$1,000,000; workers' compensation insurance in the amount of \$1,000,000 and professional liability in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate. CONSULTANT shall provide VILLAGE with an insurance certificate which names the VILLAGE as an additionally insured.
- 15 **Personnel.** The CONSULTANT has all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the CONSULTANT or under CONSULTANT'S supervision, and all personnel engaged in the work shall be qualified to perform such services.
- 16 **Assignability.** The parties hereby agree that Consultant may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of VILLAGE.
- 17 **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 addresses noted below:

Patrick McCarthy
Village of Chatham
116 E. Mulberry Street
Chatham, IL 62629

Richard P. Brady, President
Matrix Consulting Group
201 San Antonio Circle, Suite 148
Mountain View, California 94040

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

VILLAGE OF CHATHAM

By: _____

Date: 12-12-17

MATRIX CONSULTING GROUP

By: _____

Richard P. Brady, President

Date: _____

Agreement to Provide Professional Consulting Services to the Village of Chatham, Illinois

Matrix Consulting Group

THIS AGREEMENT, entered into this 28th Day of November, 2017 and effective immediately by and between Matrix Consulting Group (hereinafter called the "CONSULTANT" and the VILLAGE OF CHATHAM, ILLINOIS (hereinafter called "VILLAGE"), WITNESSETH THAT,

WHEREAS, VILLAGE desires to engage the CONSULTANT to Conduct a Performance Audit.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1 **Employment of Consultant.** VILLAGE agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in the VILLAGE'S Request for Proposal dated June 13, 2017 and incorporated into this Agreement as Attachment A; and CONSULTANT'S Proposal dated July 10, 2017 and incorporated into this Agreement as Attachment B.
- 2 **Time of Performance.** All services to be performed hereunder by the CONSULTANT shall be completed within 120 days of the project start date, unless this Agreement is terminated earlier as provided for herein.
- 3 **Compensation.** The VILLAGE agrees to pay the CONSULTANT a sum not to exceed **\$49,000**. CONSULTANT agrees to complete the project and all services provided herein for said sum.
- 4 **Method of Payment.** The CONSULTANT shall bill monthly for hours completed to date as described in CONSULTANT'S Price Proposal. Total payments shall not exceed the amount shown in (3), above. VILLAGE shall pay invoices within thirty (30) days of receipt.
- 5 **Changes.** VILLAGE may, from time to time require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between VILLAGE, by formal amendment approved by the Village Board, and the CONSULTANT, shall be incorporated in written amendment to this Agreement.
- 6 **Services and Materials to be Furnished by VILLAGE.** VILLAGE shall furnish the CONSULTANT with all available necessary information, data, and material pertinent to the execution of this Agreement. VILLAGE shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.

- 7 **Termination of Agreement.** If, for any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligation under this agreement, VILLAGE shall thereupon have the right to terminate this Agreement 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.
- 8 **Information of Reports.** The CONSULTANT shall, at such time and in form as VILLAGE may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information relative to project as may be requested by VILLAGE. The CONSULTANT shall furnish VILLAGE, upon request, with copies of all documents and other material prepared or developed in relation with or as part of project.
- 9 **Records and Inspections.** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the completion of the project, or for a longer time as may be required by law. VILLAGE shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities. All records, documents and information obtained by CONSULTANT shall be kept confidential by CONSULTANT and only released upon approval of the VILLAGE.
- 10 **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.
- 11 **VILLAGE Not Obligated to Third Parties.** VILLAGE shall not be obligated or liable hereunder to any party other than the CONSULTANT.
- 12 **When Rights and Remedies Not Waived.** In no event shall the making by VILLAGE of any payment to the CONSULTANT constitute or be construed as a waiver by VILLAGE of any breach of covenant, or any default which may exist on the part of the CONSULTANT and the making of any such payment by VILLAGE while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to VILLAGE in respect to such breach or default.
- 13 **Hold Harmless.** Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious action and other unlawful conduct of its respective agents, officers and employees.

- 14 **Insurance.** Consultant agrees to maintain insurance during the term of this Agreement: for comprehensive general liability in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate; automobile liability insurance in the amount of \$1,000,000; workers' compensation insurance in the amount of \$1,000,000 and professional liability in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate. CONSULTANT shall provide VILLAGE with an insurance certificate which names the VILLAGE as an additionally insured.
- 15 **Personnel.** The CONSULTANT has all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the CONSULTANT or under CONSULTANT'S supervision, and all personnel engaged in the work shall be qualified to perform such services.
- 16 **Assignability.** The parties hereby agree that Consultant may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of VILLAGE.
- 17 **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 addresses noted below:

Patrick McCarthy
Village of Chatham
116 E. Mulberry Street
Chatham, IL 62629

Richard P. Brady, President
Matrix Consulting Group
201 San Antonio Circle, Suite 148
Mountain View, California 94040

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

VILLAGE OF CHATHAM

By: _____

Date:

MATRIX CONSULTING GROUP

By:  _____

Richard P. Brady, President

Date: 11-29-17