

Agenda Item # 12

Distribution
County Board
OMB
Central Services

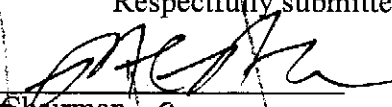
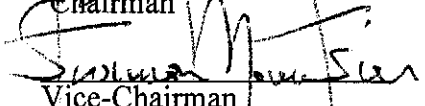
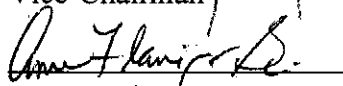
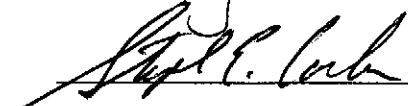


STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR JUNE A.D., 2005 SESSION
JULY 12, A.D., 2005

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Financial and Administrative Committee present herewith a Resolution authorizing the Director of Central Services to enter into a contract with Management Partners Inc., Cincinnati, Ohio, in the amount not-to-exceed \$52,500 for the development of a Performance Management system for Lake County, charging the costs thereof to account #101-1102040-71150-000-000-000000; and request its adoption.

Respectfully submitted,

| | | |
|--|-----|-----|
|  | Aye | Nay |
| Chairman | X | — |
|  | X | — |
| Vice-Chairman | | |
|  | ✓ | — |
|  | ✓ | — |
|  | ✓ | — |
|  | — | — |
| Financial & Administrative Committee | — | — |

RESOLUTION

WHEREAS, there is a need to develop a Performance Management system at Lake County; and

WHEREAS, Management Partners Inc. worked with the County to develop the strategic plan as well as the business plans, they have a working knowledge and understanding of the County that is invaluable; and

WHEREAS, the County Administrator's office has documented that there exists a sole source, prior satisfactory relationship for the services desired; and

WHEREAS, these services are in accordance with Lake County Purchasing Ordinance Article 5-101(3) and the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq); and

WHEREAS, in accordance with Article 6, Section 102 of the Lake County Purchasing Ordinance, the Sole Source Committee has determined that a sole source, proprietary procurement condition exists;

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Director of Central Services is hereby directed to enter into a contract with Management Partners Inc., Cincinnati, Ohio, in the amount not-to-exceed \$52,500 for the development of a Performance Management system for Lake County, charging the costs thereof to account #101-1102040-71150-000-000-000-00000

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 12th day of July, A.D., 2005.

AGREEMENT #2550 FOR PERFORMANCE MEASUREMENT CONSULTING SERVICES FOR LAKE COUNTY

This Agreement is entered into by and between Lake County (hereafter the "County") and Management Partners Inc, 1730 Madison Rd, Cincinnati, OH, 45206 (hereafter "Contractor").

RECITALS

WHEREAS, the County is seeking a contractor to provide performance measurement services; and

WHEREAS, the Contractor has the experience and familiarity with Lake County to provide the performance measurement services desired; and

WHEREAS, the Lake County Board has passed a resolution at its regular meeting on July 12, 2005, authorizing the Director of Central Services to execute this Agreement:

NOW THEREFORE, the County and the CONTRACTOR agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

This AGREEMENT constitutes the entire AGREEMENT between the County and the Contractor.

SECTION 2. SCOPE OF WORK

The Contractor agrees to provide consulting services to develop performance measurement standards as follows:

- ❖ **Activity 1 – Conduct Business Plan Update Training for Department Staff**
 - Submit a project schedule for County approval
 - Develop an outline of key elements of performance measurement and instructions for departments to consider as they update their business plans
 - Develop a management tool with appropriate linkages between business plans and performance measures in departments that are participating in the pilot program
 - Meet with departments to train them with tools to update their business plans to incorporate performance measurement standards

- ❖ **Activity 2 – Provide Support for Business Plan Updates**
 - Provide coaching via telephone to all departments during the update process
 - Check in with each department at least once about halfway through the process
 - Review a draft of each updated business plan and provide feedback that can be incorporated into the final plans

- ❖ **Activity 3 – Conduct Performance Measurement Training**
 - Conduct hands on, interactive training sessions over two half-days to identify performance measures as a basis to implement the pilot performance measurement system, including the following:
 - Overview: Where Performance Measurement Fits in Lake County's Management System
 - Performance Measurement Terminology (with a focus on Effectiveness)

Identifying What to Measure—Linking Program Purpose to Program Outcomes
Creating Meaningful Performance Measures—Answering the “So What?” Question
Using Performance Information to Improve Service Delivery

❖ **Activity 4 – Develop Performance Measures**

- Consult with managers in the pilot program to collaborate about appropriate performance measures
- Review measures currently being used as well as those efficiency and effectiveness measures that are important to evaluate how well the program is reaching its desired goals
- Prepare suggested performance measures for each program and provide them to program managers and department directors for their consideration
- Prepare a final draft of the “family” of measures

❖ **Activity 5 – Develop Final Report**

- Prepare a final set of recommended measures for each program or service
- Provide the measures with comments and suggestions for data collection, implementation and follow-up
- Provide telephone assistance to Lake County staff with questions during data collection and implementation
- Present report to the Lake County Board/Administration at the conclusion of the pilot project

SECTION 3. DURATION

This Agreement shall be in effect for a six (6) month period from contract execution.

SECTION 4. INDEMNIFICATION

The Contractor agrees to indemnify, save harmless and defend the 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 directly out of Contractor's negligent acts or omissions or willful misconduct in the course of performing services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligent acts or omissions or willful misconduct of the County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 5. AGREEMENT PRICE

Contractor shall be paid an amount not to exceed \$ 52,500 for performance measurement consulting services.

SECTION 6. PURCHASE ORDER, INVOICES & PAYMENT

The County will issue a Purchase Order for the work to be performed in accordance with this Agreement. The Contractor shall submit invoices for payments as follows: up to \$15,750 upon completion and acceptance of the Business Plan Update Training and Support; up to \$15,750 upon completion and acceptance of the Performance Measurement Training; up to \$21,000 upon completion and acceptance of the final report after completion and acceptance of all deliverables. Invoices may be submitted for work performed on a monthly basis up to the level of each deliverable until each deliverable is completed and accepted by the County. Payments shall be made in accordance with the Local government Prompt Payment Act.

SECTION 7. TERMINATION

The County reserves the right to terminate this Agreement, or any part of this Agreement, upon thirty- (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to date in accordance with terms and conditions of this Agreement. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to contract for consulting services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

SECTION 8. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the County.

SECTION 9. ASSIGNMENT

Neither the Contractor nor the County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

SECTION 10. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by both parties.

SECTION 11. 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 12. 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 13. 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 14. JURISDICTION, VENUE, CHOICE OF LAW

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 15. CHANGE IN STATUS

The Contractor shall notify the County promptly of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The County shall have the option to terminate this Agreement with the Contractor immediately on written notice based on any such change in status.

SECTION 16. DELIVERABLES

1. Key elements of Performance Measurement Standards and department instructions to update business plans
2. Linkages between business plans and performance measurement standards
3. Hands-on Performance Measurement Training
4. Development of Performance Measurement Linkages for six (6) pilot departments
5. Report on measures to include collection, implementation, and follow-up
6. Board/Administration Presentation of final report

IN WITNESS HEREOF, the undersigned have caused this AGREEMENT to be executed in their respective names on the dates hereinafter enumerated.

LAKE COUNTY:

MANAGEMENT PARTNERS INC:

JONI F. YOUNG, C.P.M.
Director of Central Services

GERALD E. NEWFARMER
Chairman & Chief Executive Officer

Date _____

Date _____