

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#: 2011-0346

Multi Year: ☐

Amount \$44,900.00

Contract Type: Professional Services

Contractor's Name: Matrix Consulting Groups

Contractor's AKA:

Execution Date: 6/9/2011

Termination Date: 8/22/2011

Renewal Date:

Department: Administration/Village Manager

Originating Person: Paul Grimes

Contract Description: Organizational Staffing Analysis

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

June 22, 2011

Mr. Richard Brady, President
Matrix Consulting Group
721 Colorado Avenue, Suite 101
Palo Alto, California 94303

RE: ***NOTICE TO PROCEED***
Organizational Staffing Analysis

Dear Mr. Brady:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of June 14, 2011.

Please contact Paul Grimes at 708-403-6159 or Ellen Baer at 708-403-6158 regarding this engagement.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated June 9, 2011 in an amount not to exceed Forty Four Thousand Nine Hundred and No/100 (\$44,900.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Domalewski", is written over a horizontal line.

Denise Domalewski
Contract Administrator

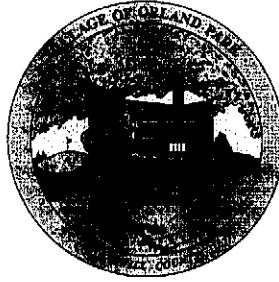
Encl:

cc: Paul Grimes
Ellen Baer
Alan Pennington

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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TRUSTEES
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June 9, 2011

Mr. Richard Brady
Matrix Consulting Group
721 Colorado Avenue, Ste 101
Palo Alto, California 94303

NOTICE OF AWARD – Organizational Staffing Analysis

Dear Mr. Brady:

This notification is to inform you that on June 6, 2011, the Village of Orland Park Board of Trustees approved awarding Matrix Consulting Group the contract in accordance with the proposal you submitted dated April 8, 2011, for Organizational Staffing Analysis for an amount not to exceed Forty Four Thousand Nine Hundred and No/100 (\$44,900.00) Dollars.

In order to begin this engagement, you must comply with the following.

1. Enclosed is the Contract for Organizational Staffing Analysis. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP at minimum and endorsements for **a)** the additional insured status, **b)** the waiver of subrogation for General Liability and **c)** the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Alan Pennington

VILLAGE OF ORLAND PARK
Organizational Staffing Analysis
(Contract for Professional Consulting)

This Contract is made this **9th day of June, 2011** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Matrix Consulting Group (hereinafter referred to as the "CONSULTANT").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONSULTANT (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

Request for Proposal dated March 21, 2011

The Proposal/Statement of Work dated April 8, 2011, based on the revised budget, as it is responsive to the VILLAGE's requirements

All Certifications required by the Village

Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONSULTANT agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Provide a comprehensive review of the Village's organization's department and services to identify alternatives for changing the existing organizational structure and staffing resources in order to meet future service demands efficiently and effectively as described in the proposal. See proposal for complete scope of work as requested by the Village of Orland Park

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount:

TOTAL COST: an amount not to exceed Forty Four Thousand Nine Hundred and No/100 (\$44,900.00) Dollars

SECTION 3: ASSIGNMENT: CONSULTANT shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of execution. Key dates/deadlines are:

WORK Commencement	June ²² 15, 2011 
Departmental Review completed	July 15, 2011
Preliminary Analysis Report Due	July 31, 2011
Final Recommendations Due	August ²² 15, 2011 

This Contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONSULTANT shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONSULTANT, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONSULTANT, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONSULTANT shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The CONSULTANT shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the consultant shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONSULTANT in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONSULTANT agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONSULTANT hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONSULTANT and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONSULTANT shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONSULTANT and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONSULTANT and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONSULTANT shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONSULTANT:

Richard Brady, President
Matrix Consulting Group
721 Colorado Avenue, Suite 101
Palo Alto, California 94303
Telephone: 650-858-0507
Facsimile: 650-858-0509
e-mail: rbrady@matrixcgroup.net

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONSULTANT's personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONSULTANT shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONSULTANT shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By: _____

Print Name: Paul G. Grimes
Village Manager

Its: Village Manager

Date: 6/17/11

FOR: THE CONSULTANT

By: _____

Print Name: RICHARD PRADY

Its: PRESIDENT

Date: 6-9-11

Revised Budget

Project Task		Officer	Vice President	Senior Manager	Total Hours
1. Initial Interviews		8	0	0	8
2. Profile		0	40	24	64
3. Employee Survey		0	0	8	8
4. Best Practices		0	16	16	32
5. Operational and Alternatives Analysis		4	40	24	68
6. Draft / Final Report		4	32	16	52
TOTAL STAFF HOURS		16	128	88	232
HOURLY BILLING RATE		\$200	\$175	\$175	
Professional Fees		\$3,200	\$22,400	\$15,400	\$41,000
Travel Expenses					\$3,900
TOTAL PROJECT COST					\$44,900

PROPOSAL SUMMARY SHEET

Organizational Staffing Analysis Services

Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Matrix Consulting Group

Street Address: 721 Colorado Avenue, Suite 101

City, State, Zip: Palo Alto, CA 94303

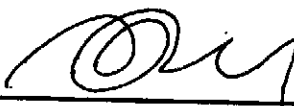
Contact Name: Richard Brady

Phone: 650-858-0507 Fax: 650-858-0509

E-Mail address: rbrady@matrixcg.net

FEIN#: 05-0545979

TOTAL PROPOSAL COST \$ 49,000

Signature of Authorized Signee: 

Title: President

Date: 4-8-11

ACCEPTANCE: This proposal is valid for 180 calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

 X Corporation: State of incorporation: California (January 1, 2003)
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Matrix Consulting Group

Business Name

(Corporate Seal)



Signature

Richard Brady

Print or type name

President

Title

4-8-11

Date

Principals / Officers

Richard Brady, President
721 Colorado Ave, Ste 101
Palo Alto, CA 94303

Randy Tan (Secretary)
721 Colorado Ave, Ste 101
Palo Alto, CA 94303

Travis Miller
26 Cutler Rd.
Andover, MA 01810

Gary Goelitz
721 Colorado Ave, Ste 101
Palo Alto, CA 94303

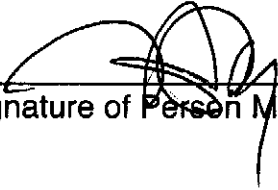
Matrix Consulting Group is registered as a foreign corporation in the state of Illinois, and thereby authorized to do business.

State of California
County of Santa Clara

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

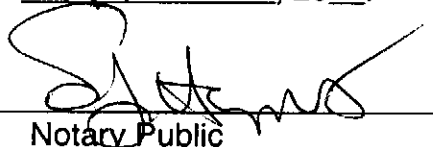
IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Richard Brady, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)
of Matrix Consulting Group, the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either Section
33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-
rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 21 Day
of April, 2011.



Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

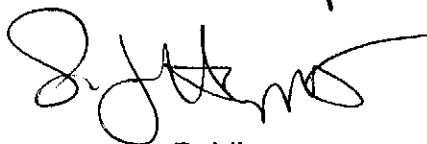
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Richard Brady, having submitted a proposal for
Matrix Consulting Group (Name of Consultant) for
Organizational Staffing Study (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said Consultant has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

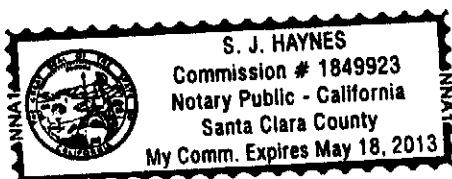
By: _____

Authorized Agent of Consultant

Subscribed and sworn to before
me this 8th day of April, 2011



Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Consultant's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Consultant may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Consultant agrees:

- A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

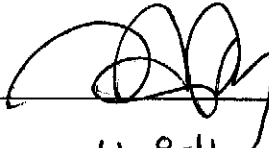
respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

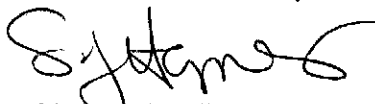
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

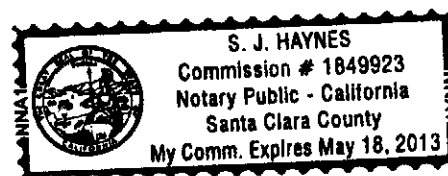
ACKNOWLEDGED AND AGREED TO:

BY:  _____

DATE: 4-8-11 _____

Subscribed and sworn to before
me this 8th day of April, 2011


Notary Public



TAX CERTIFICATION

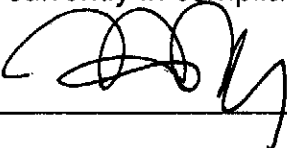
I, Richard Brady, having been first duly sworn depose and state as follows:

I, Richard Brady, am the duly authorized agent for Matrix Consulting Group, which has submitted a proposal to the Village of Orland Park for Organizational Staffing Analysis and I hereby certify
(Name of Project)

that Matrix Consulting Group is not

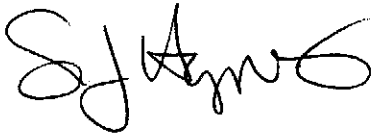
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

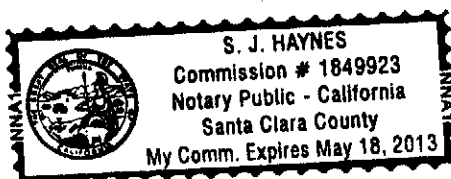
- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: 

Title: President

Subscribed and Sworn to
Before me this 8th
Day of April, 2011





REFERENCES

(Please Print or Type)

ORGANIZATION Johnson County, Kansas

ADDRESS 111 S. Cherry Street, Suite 3300

CITY, STATE, ZIP Olathe, KS 66061

PHONE NUMBER 913-715-0725

CONTACT PERSON Bernice Duletski, Deputy County Manager

DATE OF PROJECT 2011

ORGANIZATION Peoria County, Illinois

ADDRESS 419 Fulton, Room 112

CITY, STATE, ZIP Peoria, IL 61602

PHONE NUMBER 309-494-8524

CONTACT PERSON Patrick Urich, former County Manager (now
City Manager, Peoria, IL)

DATE OF PROJECT 2008

ORGANIZATION City of Raymore, Missouri

ADDRESS 100 Municipal Circle

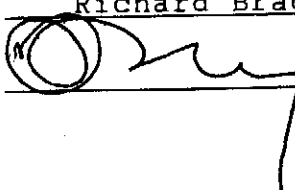
CITY, STATE, ZIP Raymore, MO 64083

PHONE NUMBER 816-892-3002

CONTACT PERSON Eric Berlin, City Manager

DATE OF PROJECT 2010

Proposer's Name & Title: Matrix Consulting Group
Richard Brady, President

Signature and Date:  4-8-11

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Consultant shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the Consultant, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the Consultant's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected Consultant, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 8th DAY OF April, 2011

Signature

Richard Brady, President

Printed Name & Title

Authorized to execute agreements for:

Matrix Consulting Group

Name of Company



**Village Manager's Office
Memorandum**

April 4, 2011

RE: Organizational Staffing Analysis Services - RFP Questions and Answers

1) Can you list the departments that are part of this study?

Administration, Finance, Public Works, Development Services (Including Planning), Parks & Building Maintenance, Recreation, Police Administrative Support

2) Are you looking to have a consultant compare similar municipalities (i.e., benchmarks) when looking at the organizational structure and staffing issues?

That is helpful to provide perspective, but every municipality is different. Ultimately, recommendations should be made that help the Village of Orland Park reach maximum efficiency given our own service demands

3) What divisions/departments and employees are part of this study within the police department, if any?

Administrative Support

4) Are we required to submit an Insurance certificate with our proposal?

No. It is only required to submit a certificate of insurance with the contract. However, you may include a sample COI if you wish.

5) Can we include all the required forms in the Appendix to or proposal?

Yes

6) Can we include a CD of the sample report that we are required to submit with our proposal as our sample report is 356 pages in length?

Yes

Richard Brady, President



CERTIFICATE OF LIABILITY INSURANCE

CES
R054DATE (MM/DD/YYYY)
06-09-2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUHR RSK SRVCS OF CA INS BRKRS/PHS 151466 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 EMAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED MATRIX CONSULTING GROUP LTD 721 COLORADO AVE. STE 101 PALO ALTO CA 94303	<table border="1"><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Hartford Casualty Ins Co</td><td></td></tr><tr><td>INSURER B: Hartford Acc. and Indemnity Co</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Ins Co		INSURER B: Hartford Acc. and Indemnity Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

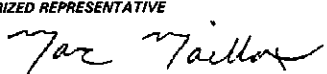
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000	
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000	
	☒ General Liab	X	X	57 SBA AT1347	08/08/2010	08/08/2011	PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000	
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000	
							\$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	☐ ANY AUTO						BODILY INJURY (Per person) \$	
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	☒ HIRED AUTOS			57 SBA AT1347	08/08/2010	08/08/2011	\$	
	☒ NON-OWNED AUTOS						\$	
							\$	
A	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000	
	☐ DEDUCTIBLE			57 SBA AT1347	08/08/2010	08/08/2011	\$	
	☒ RETENTION \$ 10,000						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X	57 WEC VO5142	08/08/2010	08/08/2011	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. The Village of Orland Park and their respective officers, trustees, directors, employees and agents as additional insureds on a primary non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park 14700 S RAVINIA AVE ORLAND PARK, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

OP ID: EY

DATE (MM/DD/YYYY)

06/09/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 Select Accounts Department		408-510-5440 408-510-5490	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MATRI-2	FAX (A/C, No):
INSURED Matrix Consulting Group LTD 721 Colorado Avenue, #101 Palo Alto, CA 94303	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Landmark American Insurance			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS						\$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	PROF LIAB			LHR814515	08/08/10	08/08/11	Each/Agg \$1M/\$2M Ded. 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Verification of Professional Liability.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 57 SBA AT1347



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

15330

*2100057AT13471811

VILLAGE OF ORLAND PARK
14700 S RAVINIA AVE
ORLAND PARK, IL 60462



SUHR RSK SRVCS OF CA INS BRKRS/PHS
PO BOX 33015
SAN ANTONIO TX, 78265

Village of Orland Park
14700 S RAVINIA AVE
ORLAND PARK, IL 60462

Additional Certholder Text

Waiver of Subrogation applies in favor of Village of Orland Park per Waiver of our Right to Recover from Others Endorsement WC 00 03 13. Waiver of Subrogation applies in favor of Village of Orland Park per the business liability coverage form SS0008.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 57 WEC VO5142

Endorsement Number:

Effective Date: 08/08/10 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MATRIX CONSULTING GROUP LTD

721 COLORADO AVE STE 101
PALO ALTO, CA 94303

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET

AS REQUIRED BY WRITTEN CONTRACT

Countersigned by _____

Authorized Representative



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Master

File Number: 2011-0346

File ID: 2011-0346	Type: MOTION	Status: IN BOARD OF TRUSTEES
Version: 0	Reference:	Controlling Body: Board of Trustees
Department: Village Manager	Cost:	File Created Date : 06/01/2011
Agenda Entry: Organizational Staffing Analysis	Final Action:	
Title: Organizational Staffing Analysis		

Notes: See file number 2011 - 0155 for resolution.

Code Sections:	Agenda Date: 06/06/2011
Indexes:	Agenda Number:
Sponsors:	Res/Ord Date:
Attachments: Matrix Consulting Proposal.pdf	Res/Ord Number:
Drafter:	Hearing Date:
Department	Effective Date:
Contact:	

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Village Manager	06/01/2011	INTRODUCED TO BOARD	Board of Trustees			
	Action Text: INTRODUCED TO BOARD to the Board of Trustees						
0	Board of Trustees	06/06/2011					

Text of Legislative File 2011-0346

..Title
Organizational Staffing Analysis

History

Due to declining revenues, the Village has reduced its operating expenditures by approximately \$4.4 million over the past 2 budget cycles. This included a reduction in staff by nearly 10%. In order for the Village to continue providing efficient services, it is necessary to evaluate any opportunities to recalibrate the organizational staffing and operational model of the Village. It is accepted as good management practice to periodically and independently review the organization, which often results in bringing forward a perspective of best practices in municipal operations. The Village has not had an independent review in over ten years.

On March 7, 2011, the Village Board passed a resolution in support of the issuance of a

Request for Proposals (RFP) for a Village staffing analysis. On March 21, 2011, the RFP was issued for organizational staffing analysis services. The RFP provided the scope for an analysis that would require a consultant to report findings and develop recommendations for efficient allocation of staff in each individual department to minimize the Village's costs to provide services, with attention to direct and overhead costs, core competencies, strengths and weaknesses, skills gaps, and continuous improvement.

Three proposals were received by the due date of April 11, 2011. The proposals were reviewed based on the qualifications of the firm, methodology and responsiveness to requested deliverables, relevant experience and quality of references. It was important that the selected firm have successful past performances working at the municipal level with similar size and scope.

After reviewing the proposals, the two firms with Illinois offices were requested for an interview. At the conclusion of the interviews, the Village Manager is recommending that Matrix Consulting Group be selected to provide the organizational staffing analysis services. The selected firm has demonstrated a strong work plan, understanding of the requested services and has successfully completed a multitude of projects of similar size and scope. Their only market and service focus is management, staffing and operations analysis of local government. They also have a high rate of successful implementation, which exceeds 80% of recommendations made.

Representatives from Matrix anticipate a 12 week schedule for this project which is appropriate. The cost proposal from Matrix was reduced after some negotiation from their initial proposal of \$49,000 to \$44,900. The competing proposals submitted were priced at \$52,480 and \$58,500. The Matrix proposal is attached. The competing proposal responses are available in the Village Manager's Office for your review.

Financial Impact

The total project cost is \$44,900. Funds are budgeted in account number 010-1100-413-32.80 for the Organizational Staffing Analysis in the amount of \$40,000. The additional \$4,900 needed is available within this cost center.

Recommended Action/Motion

I move to approve awarding a contract to Matrix Consulting Group of Palo Alto, CA to provide organizational staffing analysis services as outlined in their April 11, 2011 proposal in an amount not to exceed \$44,900.



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Master

File Number: 2011-0155

File ID: 2011-0155	Type: RESOLUTION	Status: PASSED
Version: 1	Reference:	Controlling Body: Board of Trustees
Department: Village Manager	Cost:	File Created Date : 03/03/2011
Agenda Entry: Organizational Staffing Analysis - Resolution		Final Action: 03/07/2011
Title: RESOLUTION IN SUPPORT OF ISSUANCE OF AN RFP FOR VILLAGE ORGANIZATIONAL STAFFING ANALYSIS		

Notes:

Code Sections:

Agenda Date: 03/07/2011

Indexes:

Agenda Number:

Sponsors:

Res/Ord Date:

Attachments: Resolution, Scope and Deliverables.doc

Res/Ord Number: 1108

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Village Manager	03/03/2011	INTRODUCED TO BOARD	Board of Trustees			
	Action Text: INTRODUCED TO BOARD to the Board of Trustees						
0	Board of Trustees	03/07/2011	PASSED				Pass
	Action Text: A motion was made by Trustee James Dodge, Jr., seconded by Trustee Edward Schussler, that this matter be PASSED. The motion CARRIED by the following vote:						
	Notes: Village Manager Paul Grimes reported that due to declining revenues, the Village has reduced its operating expenditures by approximately \$4.4 million over the past 2 budget cycles. This included a reduction in staff by nearly 10%. In order for the Village to continue providing efficient services, it is necessary to evaluate any opportunities to recalibrate the organizational staffing and operational model of the Village. It is accepted as good management practice to periodically and independently review the organization, which often results in bringing forward a perspective of best practices in municipal operations. The Village has not had an independent review in over ten years.						
	Aye: 7 Trustee Murphy, Trustee Fenton, Trustee O'Halloran, Trustee Dodge, Trustee Schussler, Trustee Gira, and Trustee McLaughlin						
	Nay: 0						
1	Village Clerk	03/15/2011	PUBLISHED				
	Action Text: PUBLISHED						

Text of Legislative File 2011-0155

..Title

**RESOLUTION IN SUPPORT OF ISSUANCE OF AN RFP FOR VILLAGE
ORGANIZATIONAL STAFFING ANALYSIS**

Body

Whereas, the Village of Orland Park, in response to declining revenue sources, has reduced its operating expenditures by approximately \$4.4 million over the past 2 budget cycles; and

Whereas, as part of the Village's expenditure reductions, an early retirement incentive led to numerous early retirements and other staff reductions, with said reductions impacting some departments more than others; and

Whereas, the Village of Orland Park has reduced its staffing by nearly 10% over the past two budget cycles; and

Whereas, the Village continues to pursue operational efficiencies in the delivery of public services; and

Whereas, it is accepted that it is good management practice to periodically, and independently, review the organizational staffing and operational model of the Village, and that such independent review has not been conducted in at least ten years; and

Whereas, such review often results in bringing forward a perspective of best practices in municipal operations, as well as benchmarking against industry standards; and

Whereas, the attached scope of work and deliverables will serve as the basis for the Village's RFP;

Now, therefore, be it resolved that the Village of Orland Park supports the issuance of a Request for Proposals from qualified consulting firms to review, analyze, and provide recommendations and reports in helping the Village calibrate its staffing and skill sets to the services demanded by the community;

And, be it further resolved that the Village of Orland Park attaches a draft scope of work and deliverables, which will serve as the basis of the RFP to be issued.