

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION ALLOWING AN AGREEMENT TO BE SIGNED**  
**FOR CONSULTING SERVICES FOR A COST ALLOCATION PLAN**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, that Sarpy County has previously entered into an agreement dated November 7, 2006 of which all fieldwork was completed for the 2006, 2007 and 2008 fiscal years, for the annual development of a central services cost allocation plan, and parties are desirous of renewing said contract; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the attached agreement for Consulting Services for a Cost Allocation Plan for the 2009, 2010, and 2011 fiscal years between Sarpy County and Maximus, Inc. is hereby approved and the Chairman of such Board is hereby authorized to sign the same.

Dated this 18<sup>th</sup> day of August, 2009.

Moved by Rich Jansen, and seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:  
[Signature]  
[Signature]  
[Signature]

NAYS:  
none  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT:  
Tom Richards  
\_\_\_\_\_

ABSTAIN:  
none  
\_\_\_\_\_  
\_\_\_\_\_

Patrick J. Thomas

Attest:  
SEAL



Approved as to form:

Debra J. Houghtaling  
Sarpy County Clerk

Michelle O'Kane  
Deputy County Attorney



August 5, 2009

Ms. Brian Hanson, Fiscal Administrator  
Sarpy County  
1210 Golden Gate Drive, Ste 1132  
Papillion, NE 68046

Dear Board Members:

MAXIMUS Financial Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (MAXIMUS), is pleased to offer the enclosed contract for cost allocation plan services. The current contract between MAXIMUS and Sarpy County covers cost allocation plan services for fiscal year ended June 30, 2008. It is now time to complete a new contract for the preparation of cost allocation plans that covers your fiscal years 2009, 2010, and 2011. We believe that you have found our services to be valuable in the past and are confident that you will continue to experience quality, value-added professional services in the future.

Enclosed with this letter are two originals of our proposed contract with Sarpy County. We ask that the county appropriately execute both copies and return one original to us.

MAXIMUS is pleased to be of service to you. We appreciate the confidence you have placed in us in the past, and look forward to our continued mutually beneficial relationship long into the future. Please contact our Nebraska staff, Wes Ehlers or Don Workman at (877) 942.6466 if you have any questions or if we can otherwise be of assistance to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Blaschko".

Diane Blaschko  
Vice President

Enclosures

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this 18<sup>th</sup> day of August, 2009, by and between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (hereinafter "Consultant"), and Sarpy County, Nebraska (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

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

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

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

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. Consultant shall assume without incurring liability therefor that all data so provided is correct and complete. Consultant shall make its best effort to complete the project on a timely basis. Consultant shall not be liable for work that cannot be completed as a result of inadequate data, or data that is provided in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years after the completion of the Services. During such period, Client shall have the right to examine

and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

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

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

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

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

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

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

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

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

Ms. Brian Hanson, Fiscal Administrator  
Sarpy County  
1210 Golden Gate Drive, Ste 1132  
Papillion, NE 68046  
(402) 593-2349  
bhanson@sarpy.com

Ms. Diane Blaschko  
MAXIMUS Consulting Services, Inc.  
7808 Creekridge Circle  
Suite 301  
Bloomington, MN 55439  
(877) 942-6466  
dianeblaschko@maximus.com

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

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

(14) Miscellaneous.

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

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

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

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

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

By:  8/18/2009  
(Client Official)

Chairman, County Board





MAXIMUS Consulting Services, Inc.

By: 

Date: 7/27/2009

Printed Name: MIA KOW

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

This Agreement shall become effective on the date entered on page one and shall continue in full force and effect until December 31, 2013 unless extended as indicated in Exhibit B.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws.

The Consultant shall do, perform, and carry out in a good and professional manner the following services:

- A. Development of a Central Services Cost Allocation Plan. Development of a central services cost allocation plan based on actual costs for the fiscal year ending in 2009, 2010, 2011 to identify the various costs incurred by the Client to support and administer any Client programs designated by the County Board to be included in the central services cost allocation plan. Each plan will contain a determination of the allowable costs of providing each supporting service, such as: purchasing, personnel, disbursement, processing, and all other identifiable support services.
- B. Plan Contents, Consulting Staff and Client Participation. Client personnel will provide the number of revenue and expense transactions charged to each fund and agency for each year. Client personnel will also provide the number of FTE employees for each fund by department during the fiscal year.
- C. Negotiation. Consultant shall negotiate use of the completed cost allocation plan with the appropriate Federal and State representatives if necessary.
- D. Instruction and Monitoring. Assistance in preparing the claims to the State and/or other outside sources for recovery of funds due the Client.
- E. Detention Services. Consultant shall prepare a Cost Sheet for Detention Services for the Sarpy County Jail and Juvenile Detention Center on an annual basis.

**EXHIBIT B**  
**Compensation**

For services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Thirty Four Thousand Five Hundred Dollars (\$34,500.00).

For Client fiscal year 2009, the County agrees to pay the Consultant compensation in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00). Consultant agrees to complete the project and all services provided herein for said sum. Unless terminated per Section 4, for Client fiscal year 2010, the County agrees to pay the Consultant compensation in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00). Consultant agrees to complete the project and all services provided herein for said sum. Unless terminated per Section 4, for Client fiscal year 2011, the County agrees to pay the Consultant compensation in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00). Consultant agrees to complete the project and all services provided herein for said sum.

Payment of the annual fee which shall include reimbursement for expenses incurred shall be made in one installment due upon delivery of the final plan. Invoices shall provide detail sufficient to Client's requirements

Consultant will render to Client one or more invoices for the fees specified herein, with payment due sixty (60) days after the due date.

# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2895  
593-4155  
www.sarpy.com

ADMINISTRATOR  
Mark Wayne

DEPUTY ADMINISTRATOR  
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.  
Brian Hanson



## COMMISSIONERS

**Rusty Hike**  
District 1  
**Joni Jones**  
District 2  
**Tom Richards**  
District 3  
**Pat Thomas**  
District 4  
**Rich Jansen**  
District 5

## MEMO

To: Sarpy County Board of Commissioners

From: Brian Hanson

Re: Cost Allocation Plan

I have attached an Agreement with Maximus, Inc. to provide Professional Consulting Services for Sarpy County's Cost Allocation Plan. The current agreement expired with the completion of work for the 2008FY. The new agreement will cover 2009, 2010 and 2011 fiscal years. The fee for these services is not to exceed \$11,500 annually. The fee for services currently is \$11,500. Maximus, Inc. will be determining the rate for both adult prisoners at the Sarpy County Jail and juveniles held at the Sarpy County Juvenile Justice Center, as well as the indirect reimbursement rate for County Attorney Child Support and Clerk of the District Court Child Support. On August 18, 2009, you will be asked to approve this agreement.

If you have any questions, please feel free to contact me at 593-4164.

August 12, 2009

*Brian Hanson*

Brian Hanson

cc: Mark Wayne  
Deb Houghtaling  
Scott Bovick  
Mark Walters

*Debby-*

*sent to City Atty 8/11/09*

*put on agenda after approval*