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BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Sarpy County Sheriff's Office has a need for a consultant to provide indirect cost allocation plan services.; and,

WHEREAS, Maximus Consulting Services, Inc. has the experience required to perform indirect cost allocation plan services.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the attached agreement for professional consulting services with Maximus Consulting Services, Inc. is hereby approved and the Chairman of such Board is hereby authorized to sign the same.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 30th day of October, 2012.



Sarpy County Board Chairman

Attest:

SEAL





County Clerk

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
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

To: Sarpy County Board of Commissioners

From: Brian Hanson

Re: Indirect Cost Allocation Plan

For over 25 years, Sarpy County has contracted with a consultant to prepare an Indirect Cost Allocation Plan (ICAP). The ICAP is used to determine the amount of indirect costs such as utilities, payroll processing, building space, etc. that may be recovered from federal programs such as Child Support Enforcement and Child Support Collection. The ICAP is also used to determine the daily rate for housing adult prisoners, juveniles, etc.

The preparation of the ICAP is considered a professional service and therefore competitive sealed bids are not required. We did solicit informal bids and received two proposals. One proposal was from Maximus Consulting Services, Inc., the current contractor, for the cost of \$8,400 per year for three years. The other proposal was from Sequoia Consulting Group for a cost of \$8,150 per year for three years. Both firms have prepared ICAPS for Nebraska Counties and are qualified to do the requested work for Sarpy County.

Although the cost of Maximus Consulting Services, Inc.'s proposal was slightly higher (\$250 per year) their proposal was more thorough in describing the work to be performed and resources available. Maximus is a national firm with over 1,200 governmental clients and 6,000 employees with three year sales of \$2,481mm. Sequoia has over 100 government clients and 26 professionals with three year sales of \$18mm.

For these reasons, it is recommended that the Professional Consulting Services Agreement with Maximus Consulting Services, Inc. be approved.

October 22, 2012

Brian Hanson

cc: Deb Houghtaling
Mark Wayne
Scott Bovick

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this 7th day of November, 2012 by and between MAXIMUS Consulting Services, Inc. ("Consultant"), and Sarpy County, Nebraska ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the Services detailed in Exhibit A.
- (2) Term. This Agreement shall be in 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 material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.

Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. 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 termination of the Agreement.

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data 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 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 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 and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted such access.

- (7) Copyright for Consultant's Proprietary Software. To the extent that the Services 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 it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables prepared by Consultant for Client included in the Services are specifically set out in Exhibit A.
- (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 amounts actually paid to Consultant in the first 12 month period 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 1 year after the date on which Consultant completes performance of the services specified in this Agreement.

(11) Consultant Liability if Audited. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services.

(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:

Mr. Brian Hanson
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046
(402) 593-2349
bhanson@sarpy.com

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

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

(13) Changes. The terms of this Agreement may be changed only by written agreement signed by both parties.

(14) Miscellaneous.

- a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
- 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. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- 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.
- h. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

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

By: *Rusey A. L.*
(Client Official)

Title: Chairman

ATTEST: *D. Houghtaling*
Date: 10/30/2012



MAXIMUS Consulting Services, Inc.

By: *Paula Arnold*

Date: 07 November, 2012

Printed Name: Paula Arnold
Contracts Manager

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, 2016 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 2012, 2013 and 2014 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 Format. Consultant will provide a complete annual report with content in a format agreed upon and approved by the Client
- C. Plan Contents, Consulting Staff and Client Participation. Client personnel will provide detailed reports regarding budgeted and actual revenues and expenditures for all Client departments. Client personnel will also provide the number of FTE employees for each fund by department during the fiscal year.
- D. Negotiation. Consultant shall negotiate use of the completed cost allocation plan with the appropriate Federal and State representatives, if necessary.
- E. Instruction and Monitoring. Assistance in preparing the claims to the State and/or other outside sources for recovery of funds due the Client.
- F. Detention Services. Consultant shall prepare a Cost Sheet for Detention Services for the Sarpy County Jail, Juvenile Detention Center and CARE Program on an annual basis.
- G. Rates: Consultant shall calculate the following rates for the Client:
 - a. Indirect Reimbursement Rate for County Attorney Child Support expenses.
 - b. Indirect Reimbursement Rate for the space rented to the Department of Health and Human Services during the applicable fiscal year.
 - c. Indirect Reimbursement Rate for District Court Child Support expenses.
 - d. County-wide Indirect Cost Rate.

EXHIBIT B
Compensation

For services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Twenty-Five Thousand Two Hundred Dollars (\$25,200.00).

For Client fiscal year 2012, the County agrees to pay the Consultant compensation in the amount of Eight Thousand Four Hundred Dollars (\$8,400.00). Consultant agrees to complete the project and all services provided herein for said sum. Unless terminated per Section 4, for Client fiscal year 2013, the County agrees to pay the Consultant compensation in the amount of Eight Thousand Four Hundred Dollars (\$8,400.00). Consultant agrees to complete the project and all services provided herein for said sum. Unless terminated per Section 4, for Client fiscal year 2014, the County agrees to pay the Consultant compensation in the amount of Eight Thousand Four Hundred Dollars (\$8,400.00). Consultant agrees to complete the project and all services provided herein for said sum.

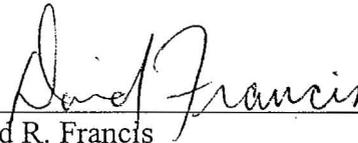
Payment of the annual fee which shall include reimbursement for expenses incurred shall be made in one installment due upon delivery of the final plan. Invoices shall provide detail sufficient to Client's requirements

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

CERTIFICATE OF CORPORATE SECRETARY

The undersigned Secretary of **MAXIMUS Consulting Services, Inc.** (the "Corporation") hereby certifies that Paula Arnold, Manager – Contracts Administration, has been authorized by the Board of Directors of the Corporation to sign customer proposals and contracts for services on behalf of the Corporation in accordance with internal procedures adopted by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 19th day of June 2012.



David R. Francis
Secretary

