

ORD

2006-0105

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

ORDINANCE NO. 06-5-3

An ordinance to approve and authorize the execution of an agreement with MAXIMUS, INC. for professional consulting services in the development of a Governmental Cost Allocation Plan for St. Charles Parish.

WHEREAS, that in order to develop a Governmental Cost Allocation Plan for St. Charles Parish which conforms to Federal requirements, it is necessary to engage the services of a professional consultant experienced in providing these services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That we do hereby approve and authorize the Parish President to execute the attached Agreement with MAXIMUS, INC. for professional consulting services in the development of a Governmental Cost Allocation Plan for St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,
BLACK, DUHE, MINNICH
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 1st day of May, 2006, to become effective five (5) days after publication in the Official Journal.

2006-0105 MAXIMUS INC

CHAIRMAN: Brian C. Laque

SECRETARY: Brian C. Laque

DLVD/PARISH PRESIDENT: May 2, 2006

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Albert D. Laque

RETD/SECRETARY: May 2, 2006

AT: 1:35pm RECD BY: hjt

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES FOR
ST. CHARLES PARISH, LOUISIANA**

THIS AGREEMENT, entered into this 2nd day of May, 2006, and effective immediately by and between MAXIMUS, INC. (hereinafter called the "Consultant"), and Parish of St. Charles, State of Louisiana (hereinafter called the "Parish"), **WITNESSETH THAT:**

WHEREAS, the Parish has programs which operates with outside funding, and

WHEREAS, the Parish supports these programs with support services paid for by Parish's general funds, and

WHEREAS, outside users will pay a fair share of these costs if supported by an appropriate cost allocation plan, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the Parish desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements and will be approved by their representatives.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The Parish agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The Consultant shall do, perform, and carry out in a good professional manner the following services:

- A. Development of a central service OMB Circular A-87 Cost Allocation Plan based on the Parish fiscal years ending December 31st, 2005, 2006, and 2007 which identifies the various costs incurred by the Parish to support and administer non-general fund programs. These plans will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc.
- B. Negotiation of the OMB Circular A-87 Cost Plan with the appropriate Federal representatives and/or the State if

necessary. The negotiations will be conducted on the Parish's behalf.

- C. Provide guidance to Parish personnel in the utilization of the cost allocation plans.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. All services required hereunder shall be completed each year within three (3) months after the notice to proceed by the Parish, depending upon availability of data and Parish staff schedules. This contract shall terminate December 31st, 2008

4. **Compensation.** The Parish agrees to pay the Consultant a sum not to exceed Nine Thousand Dollars (\$9,000) annually for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

5. **Method of Payment.** The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. Upon delivery of draft plans, Consultant will invoice Parish for an amount equal to one-half of the compensation defined in Section 4. The remaining one-half will be invoiced upon delivery of the final plans. Payments are due within 30 days of receipt of each invoice.

6. **Special Termination.** The Parish may, at its option, cancel any year of the plan preparation by giving Consultant notice by December 1st of the year on which the plan will be based. For example, the Parish may cancel the work to be done in Fiscal Year 2007 based on 2006 actual data by giving Consultant written notice on or before December 1st, 2006.

7. **Changes.** The Parish may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Parish and the Consultant, shall be incorporated in written amendment to this agreement.

8. **Services and Materials to be Furnished by the Parish.** The Parish shall furnish the Consultant with space and all available necessary information, data, and materials pertinent to the execution of this agreement. The Parish shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate staff for liaison with the Consultant and other agencies of Parish government.

9. **Termination of Agreement for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the Parish shall thereupon have the right to terminate this agreement with cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

10. **Information and Reports.** The Consultant shall, at such time and in such form as the Parish may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and a set of copies of proposed and executed plans and claims and other information relative to the project as may be requested by the Parish. The Consultant shall furnish the Parish, upon request, with copies of all documents and other materials prepared or developed in conjunction with or as part of the project.

11. **Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The Parish shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

12. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the Parish.

13. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the Parish may have under this contract may be waived in writing by the Parish by a formal waiver, if, in the judgement of the Parish, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

14. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

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

16. **Parish Not Obligated to Third Parties.** The Parish shall not be obligated or liable hereunder to any party other than the Consultant.

17. **Indemnity.** Each party shall defend, indemnify and hold harmless the other party from and against damages and liability directly caused by the negligent actions or willful misconduct of the indemnifying party, its employees, consultants or agents, including reasonable attorney fees related thereto. The Indemnitor shall not be responsible for any damages or liability resulting, in whole or in part, from the negligence or willful misconduct of the Indemnitee, its employees, consultants or agents or any third party.

18. **Limitation of Liability.** In no event shall MAXIMUS be liable for special, indirect, incidental, economic, consequential or punitive damages, regardless of the legal theory under which such damages are sought, and even if MAXIMUS has been advised of the likelihood of such damages. Client agrees that MAXIMUS total liability to Client or any third party 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 MAXIMUS negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the fees paid to MAXIMUS hereunder.

19. **When Rights and Remedies Not Waived.** In no event shall the making by the Parish of any payment to the Consultant constitute or be construed as a waiver by the Parish of any breach of covenant, or any default which may then exist, on the part of any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Parish in respect to such breach or default.

20. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Parish. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in work shall be fully qualified to perform such services.

21. **Litigation.** By entering this agreement Consultant waives jurisdiction and venue and submits to the jurisdiction of the District Court for the Parish of St. Charles, regardless of Consultants residence or domicile. Consultant agrees that said court shall be the exclusive jurisdiction for any suits, actions, claims or demands arising out of or in connection with this agreement.

22. **Consultant Liability if Audited.** The Consultant will assume all financial and statistical information provided to be accurate and complete. Any subsequent disallowance of funds paid to the Parish under the plan is the sole responsibility of the Parish. Consultant will, however, provide assistance as requested by the Parish should an audit be undertaken of Parish indirect costs.

23. **Copyrighted Materials.** Consultant's report developed pursuant to this contract shall be provided to Client. Copies shall be retained by Consultant. Client acknowledges that the report format to be provided by Consultant is copyrighted. Consultant shall insure that all copies of its report bear the copyright legend. Client agrees that the right, title and interest in and to the copyright materials lies with the Consultant. Client may use the report solely for and on behalf of the Client's operations to maintain accounting records and/or to monitor program costs against state or federal budgetary ceilings. Client agrees not to reproduce, publish, use or otherwise distribute the report except as provided by this contract. Client further agrees that it will take appropriate action by instruction, agreement or otherwise with its employees to satisfy its obligations with respect to

use, copying, protection and security of the report format. Consultant shall retain all records related to this contract for three (3) years following termination, during which the Client has the right to audit such records at its election.

24. **Assignment.** The parties hereby agree that Consultant may assign, convey or transfer its interest, rights and duties in this Agreement to an affiliated company or its parent company which succeeds to substantially all of the business of the Consultant.

25. **Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:


St. Charles Parish
Dept of Finance
P.O. Box 302
Hahnville, Louisiana 70057

Payment Address:
MAXIMUS, INC.
P.O. Box 791188
Baltimore, Maryland 21279-1188

Correspondence Address:
MAXIMUS INC.
940 North Tyler Road
Suite #204
Wichita, Kansas 67212

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

ST. CHARLES PARISH

Signature: 

Name: Albert D. Laque

Title: Parish President

MAXIMUS, INC

Signature: 

Name: Bret Schlyer

Title: Sr. Manager