

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

THIS AGREEMENT, entered into this 4th day of April, 2000, and effective immediately by and between DMG-MAXIMUS, INC. (hereinafter called the "Consultant"), and the Parish of St. Charles, State of Louisiana (hereinafter called the "Parish"), **WITNESSETH THAT:**

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

WHEREAS, the Parish supports these programs with support services paid from 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, and

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 the following central services cost allocation plans:

OMB Circular A-87 - Plans based on Actual costs:

FY 1999
FY 2000
FY 2001

The above plans will identify the various costs incurred by the Parish to support and administer non-general fund programs. The A-87 cost plans will contain a determination of the allowable costs (in accordance with OMB Circular A-87) of providing each supporting service, such as purchasing, legal counsel, data processing, etc.

B. Negotiation of the completed cost allocation plans with the appropriate Federal and/or State representatives if such negotiation is requested by those representatives.

- C. Assistance in preparing the claims to the State and/or outside sources for recovery of funds due the Parish. Consultant will also monitor the progress of claims to insure the Parish receives recoveries due it.

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 authorization from the Parish to commence each year's plan preparation. The notice to proceed for the preparation of each cost plan shall be given by the Parish to the Consultant prior to October 1st of each fiscal year. This contract shall terminate December 31, 2002.

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. The Consultant will present the Parish with a billing for 50% of the annual fee two weeks after commencement of the engagement each year by Consultant. The remaining 50% will be invoiced upon delivery of the final report each year. Payment to Consultant will be made within two weeks of receipt by Parish 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 15th of the year on which the plan will be based. For example, the Parish may cancel the work to be done in Fiscal Year 2001 based on 2000 data by giving consultant written notice on or before December 15, 2000.

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 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 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 accordance with the provisions thereof and all applicable laws. 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 judgment 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. **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 shall in no wise impair or prejudice any right or remedy available to the Parish in respect to such breach or default.

18. **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. Consultant shall not subcontract any portion of this engagement without written approval from the Parish.

19. **Consultant Liability if Audited.** The Consultant will assume all financial and statistical information provided to the Consultant by Parish employees or representatives is 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 to the Parish should an audit be undertaken of Parish indirect costs.

20. **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 copyrighted 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.

21. **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:

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

DMG-MAXIMUS, INC.
940 N. 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.

Parish of St. Charles

By: Albert D. Lagrave
(Parish Official)

DMG-MAXIMUS, INC.

By: Jerry McKenzie
Jerry McKenzie
Vice President