

REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

Tracking Number: 7.

Date of Request: February 18, 2008

Date Request Received: February 18, 2008

Board Meeting March 10, 2008

Board Meeting March 10, 2008

Date Requested:

Date Assigned:

Short Title: Resolution Approving A Three-Year Contract Extension With Maximus: \$4,500.

Request Status:

- Request is proceeding to Board of Commissioners
 More information is needed – see attached
 Request on hold – no further information needed
 Other:

Background: The North Carolina Division of Social Services requires this annual plan for reimbursement of administrative and other indirect costs. The plan is utilized by other departments for various reimbursements, grant funding requests, justifications, etc. In such a plan, costs associated with administration, maintenance, insurance, etc. are allocated to the various direct service departments.

(Administrative Use Only)

Preparation of cost allocation plans is Maximus' specialty. This firm has provided service to counties and cities across North Carolina for 25 years. Maximus has prepared the Cost Allocation for Pender County for the last sixteen (16) years, identifying central service costs refunded to the County.

CONTRACT TYPE

- Renewal
 For Service(s)
 Intergovernmental – County as Grantee
 Federal Grantor
 State Grantor
 Grant or
 County as Grantor.
 County Funds
 Other Funds:
- Revision
 For Equipment

Funds have been appropriated for this service.

Specific Action Requested: Approve a Three-Year Contract Extension with Maximus for the amount of \$4,500 a year and Authorizing a Purchase Order for \$4,500

PURCHASING

Date Rec'd:

- Budgeted Item: Yes No
 Reviewed and Approved
 Comments on Reverse

Date Sent:

Signed:

Requested by: David J Mccole
Department: Finance Department
Title: Finance Officer
Contact Phone: 910-259-1407
Contact Fax:

ATTORNEY

Date Rec'd:

- Reviewed and Approved
 Legal Problem(s)
 Comments on Reverse

Date Sent:

Signed:

FINANCE

Date Rec'd:

- Sufficient Funds Available
 Not Available
 Budget Amendment Necessary
 Budgeted Amendment is Attached
 Comments on Reverse

Date Sent:

Signed:

CLERK

Date Rec'd:

- Signature(s) Required:
 Board Chairman/County Manager
 Other:

- Approved by Board: Yes No
At meeting on

FY 07, 08, 09

**AGREEMENT TO PROVIDE
PROFESSIONAL ACCOUNTING SERVICES TO
PENDER COUNTY, NORTH CAROLINA**

THIS AGREEMENT, entered in this _____ day of _____, 2007 and effective immediately by and between MAXIMUS, INC. (hereinafter called the "Consultant") and Pender County, State of North Carolina (hereinafter called the "County"),

WITNESSETH THAT:

WHEREAS, the County has programs which it operates with Federal funding, and

WHEREAS, the County supports these programs with support services paid from County appropriated funds, and

WHEREAS, the Federal government and the State will pay a fair share of these costs if supported by an approved 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 County 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. **Engagement of Consultant.** The County 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 and professional manner the following services:
 - a) Development of a central services cost allocation plan, which identifies the various cost incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.
 - b) Prepare indirect cost proposals for federal grants as necessary.

c) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.

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 purpose of the agreement. The cost allocation plan based upon the previous year's audited expenditures will be available on or before June 30 of each of the three succeeding years based upon a mutually agreed project schedule, for your review and our negotiation with Federal and State representatives.

4. **Contract Term and Compensation.** The term of this contract shall be for a period of three years. The County agrees to pay the Consultant a sum not to exceed Four Thousand Five Hundred (\$4,500), for each fiscal year, for all services required herein to complete the respective cost plan, which shall include reimbursement for expenses incurred. The Consultant agrees to complete the project and all services provided herein, for said sum. The fee will remain the same, unless the County amends the scope of the project in writing. Any and all changes will be accomplished in accordance with Paragraph 6 of this contract.

FYE 06-30-2007
\$4,500

FYE 06-30-2008
\$4,500

FYE 06-30-2009
\$4,500

5. **Method of Payment.** The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. The Consultant fees are due upon the rendering of a bill upon the completion of the cost plan for each year.

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

7. **Services and Materials to be furnished by County.** The County shall locally furnish the Consultant with all available information, data and material pertinent to the execution of this agreement. The County 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 County government.

8. **Termination of Agreement for Cause.** If, for cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

9. **Information and Reports.** The Consultant shall, at such time and in such form as the County 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 County.

10. Copyright. The County acknowledges that the report format to be provided by the Consultant is copyrighted. The Consultant shall ensure that all copies of its report bear the copyright legend. The County agrees that all ownership rights and copyrights thereto lie with the Consultant. The County may use the report solely for and on behalf of the County's operations, the County 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.

11. Notices. Any notices, bill, 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:

County of Pender
P.O. Box 1578
Burgaw, NC 28425

MAXIMUS, INC
1100 Logger Court, Suite D-100
Raleigh, NC 27609

12. Assignment. The Consultant agrees not to assign, convey or transfer its interest in this Agreement to any other entity without prior written consent of the County, which consent shall not be unreasonably held, provided however, that the Consultant may assign this Agreement to its parent corporation or to an affiliated company that succeeds to the business of the Consultant contemplated herein.

13. Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to County under the claim for any reason is the sole responsibility of County. In no event shall either party, its directors, officers, employees or agents be liable for any special, incidental, punitive, indirect, or consequential damages arising out of or in connection with the services provided or software licensed under this agreement, 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, even if advised of the possibility of such damages. The limitation herein shall apply to all claims whether under theory of contract, tort (including negligence), strict liability, or otherwise. Consultant's liability (if any) to County or any third party, under the provisions of this Agreement is limited to ten times the value of fees paid under this agreement.

14. Contingencies. The County intends to make all payments required under the Agreement for the term of the contract. However, in the event, though no action initiated by the County, the County Board of Commissioners does not appropriate funds for of this Agreement and it has not funds to continue this Agreement from other sources, this Agreement may be terminated. To effect the termination of this Agreement the County shall, thirty days prior to the beginning of the fiscal year for

which the board does not appropriate funds, send written notice to the Consultant stating that its Board failed to appropriate funds.

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

County of Pender

By: _____
(County Official)

MAXIMUS, Inc



Nelson H. Clugston, Director