

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
TO SAUK COUNTY, WISCONSIN**

THIS AGREEMENT, entered into this ____ day of _____, 2019, and effective immediately by and between **Diversified Services Network, Inc. (DSN)** (hereinafter called the "Consultant") and the **County of Sauk**, State of Wisconsin (hereinafter called the "County"). The parties are individually referred to herein as the "Party" and collectively referred to herein as the "Parties".

WITNESSETH THAT

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

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

WHEREAS, the United States government and the State of Wisconsin may 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 Cost Allocation Plan which conforms to applicable Federal and State requirements, and will be approved by the County's representative,

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. **Employment 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 costs incurred by the County to support and administer Federal and State programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, accounting, legal counsel, disbursement processing, etc. and will be effective for a **five (5) year agreement to prepare the central services cost allocation plan based on year-end financial data for 2019, 2020, 2021, 2022, and 2023, with work to be performed during calendar years 2020, 2021, 2022, 2023, and 2024, respectively.**
- B. Negotiation of the completed cost allocation plan with the representatives of the federal cognizant agency or its designee if required. If the cost allocation plan requires negotiation, a negotiation agreement must be issued by the cognizant agency before any compensation is due the Consultant.
- C. Assistance in preparing the claims to the State for recovery of funds due the County from the Federal and State of Wisconsin governments if required.

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 to carry out the purposes of the Agreement with the final plan submitted to the County on or before June 30 of the engagement year.

4. **Compensation** - The County agrees to pay the Consultant for all services required herein, which shall include reimbursement for expenses incurred, a sum not to exceed:

- **Year 1: FY2019 plan performed in CY2020** – Four Thousand Four Hundred and Twenty Dollars (\$4,420)
- **Year 2: FY2020 plan performed in CY2021** – Four Thousand Four Hundred and Eighty-five Dollars (\$4,485)
- **Year 3: FY2021 plan performed in CY2022** – Four Thousand Five Hundred and Fifty Dollars (\$4,550)
- **Year 4: FY2022 plan performed in CY2023** – Four Thousand Five Hundred and Fifty Dollars (\$4,550)
- **Year 5: FY2023 plan performed in CY2024** – Four Thousand Five Hundred and Fifty Dollars (\$4,550)

Consultant agrees to complete the project and all services provided herein for said sum.

5. **Method of Payment** - Payment will be made by the County to the Consultant upon submission and acceptance of the completed Cost Allocation Plan.

6. **Changes** - The County 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 County and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be Furnished by the County** - The County shall furnish the Consultant with all available necessary information, data, and materials 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 without Fault** - Either Party shall have the right to terminate this agreement without fault on the part of the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. If this agreement is so terminated, the County shall pay for the hours actually worked until the termination and the actual out-of-pocket expenses incurred by the Consultant, which may be reimbursable under this Agreement, but shall not exceed the total annual compensation due to the Consultant. The County shall not be responsible for any hours worked or expenses incurred that are outside the scope of services requested by the County or in the event of termination for cause, which are directly related to the cause of this termination. Upon receipt of the notice of termination, the Consultant shall only incur such additional hours and expenses as are necessary for the termination of the agreement and which the County agrees upon in writing. The Consultant shall, on or before the effective date of termination, provide to the County all work products generated pursuant to this agreement. Provided, however, nothing contained in this paragraph is intended to nor shall it be construed to require Consultant to provide any of its copyrighted properties. The County further agrees that the Consultant shall have no liability for the County's subsequent use of incomplete materials provided pursuant to the terms of this paragraph.

8.a. **Special Termination**. The County may, at its option, cancel any year of the plan preparation covered by this agreement by giving the Consultant notice by December 15 of the year

on which the plan will be based. For example, the County may cancel the work to be done in 2021 based on 2020 data by giving the Consultant written notice on or before December 15, 2020.

9. **Information and Reports** - The Consultant shall, at such time and in such form as the County may require, furnish periodic reports concerning the status of the project, 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. The Consultant shall furnish the County, upon request with copies of all documents and other materials prepared or developed in relation with or as part of the project. Working papers prepared in conjunction with the cost allocation plan may be turned over to the County for safekeeping.

10. **Records and Inspections** - The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County 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.

11. **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 ensure that the work involved is properly coordinated with related work being carried on in the County.

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

13. **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.

14. **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.

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

16. **Assignability/Subcontracting** - The Consultant shall not assign or subcontract any interest or obligation under this contract without written approval by the County. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to, and controlled by, each provision of this contract.

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

hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

19. **Consultant Liability If Audited** - The Consultant will assume that all financial and statistical information provided to the Consultant by the County, its employees or representatives is accurate and complete. Any subsequent disallowance of funds is the sole responsibility of the County. The Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.

20. **Consultant Insurance Coverage** – Consultant shall, in order to protect itself as well as the County, at all times during the term of this Agreement keep in force insurance policies issued by a company authorized to do business in Wisconsin and licensed by the Office of the Commissioner of Insurance.

- A. *Commercial General Liability*: The Consultant shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the County's Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria.
- B. *Automobile Liability*: The Consultant shall procure and maintain during the life of this contract, Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
- C. *Worker's Compensation*: The Consultant shall procure and maintain during the life of this contract, statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
- D. *Professional Liability*: The Consultant shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the County.

If so requested, Consultant shall furnish certificates of insurance to the County evidencing the risks insured against and the limits of liability thereunder.

County shall be named an additional insured or loss payee.

Consultant shall furnish County additional insured or loss payee endorsement(s).

Consultant acknowledges that its indemnification liability to County is limited by the limits of its insurance coverage.

21. **Notices** - Any notice, 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:

SAUK COUNTY
Sauk County Office of the Controller
West Square Building
505 Broadway
Baraboo, WI 53913

CONSULTANT:
DIVERSIFIED SERVICES NETWORK, INC. (DSN)
Nabil Refai, PhD, PMP
2760 Fergie Drive, Suite 100
Naperville, IL 60564

With additional copy to be sent to:

Robert A. Lefebvre
Diversified Services Network, Inc.
473 Pine Tree Drive
Fond du Lac, WI 54935

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

SAUK COUNTY

By: _____
(County Official)

Attest: _____

DIVERSIFIED SERVICES NETWORK, INC.

By: Taghreed Refai
Taghreed Refai, President