

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

THIS AGREEMENT, entered into this 21st day of July, 1992, and effective immediately by and between David M. Griffith and Associates, Ltd. (hereinafter called the "Consultant") and Iowa County, in the State of Wisconsin (hereinafter called the "County"), **WITNESSETH THAT:**

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

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

WHEREAS, the outside funders will pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the County has previously filed an approved plan prepared by the Consultant and has recovered funding due to the County, and

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

WHEREAS, the County desires to engage the Consultant to assist in updating an existing 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 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 service cost allocation plan in accordance with OMB Circular A-87 each year for a period of three years which identifies the various costs incurred by the County to support and administer outside-funded programs. Each plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, data processing, etc. The plans will be based on the County's actual year-end financial data for 1992, 1993, and 1994, and will be prepared respectively in 1993, 1994, and 1995.
- B. Negotiation of the completed cost allocation plan with the representatives of U.S. DHHS and/or the State of Wisconsin, if required.
- C. Consultant will furnish copies of the plan to State agencies as required

and will assist in preparing the initial claims to the State for recovery of funds due the County. Consultant will also monitor the progress of claims through the State to insure the County 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.

4. **Compensation and Method of Payment.** The County agrees to pay the Consultant a sum not to exceed Four Thousand Two Hundred Dollars (\$4,200) for each of the three plans for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all service provided herein for said sum. Payment will be made by the County to the Consultant in full within two weeks following the submission of the completed cost allocation plan to the County and upon receipt by the County of billing by the Consultant.

5. **Optional Compensation and Method of Payment.** The County agrees to pay the Consultant a sum not to exceed Four Thousand Dollars (\$4,000) for each of the three plans for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all service provided herein for said sum. Payment will be made by the County to the Consultant in two amounts. The County will be billed one-third of the contract amount on March 1 every year with payment due by March 31. The remaining balance of the contract amount will be due within two weeks following the submission of the completed cost allocation plan to the County and upon receipt by the County of billing by the Consultant.

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 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 for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement with or without cause, the County may terminate this Agreement 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.

8a. **Special Termination.** The County may, at its option, cancel any year of the plan preparation by giving 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 1994 based on 1993 data by giving Consultant written notice on or before December 15, 1993.

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. 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 insure 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 which the County may have 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 here in 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. **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 or covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. **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 of the 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.

18. **Consultant Liability if Audited.** The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the plan is the sole responsibility of the County, unless the disallowance is as a result of an error committed by the Consultant. Consultant will,

however, provide assistance to the County should an audit be undertaken of County indirect costs.

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

20. **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 address noted below:

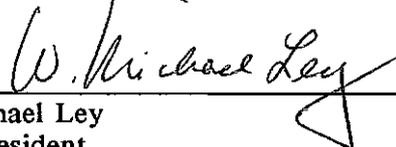
Mr. David D. Meudt
Iowa County Clerk
Iowa County Courthouse
222 North Iowa
Dodgeville, Wisconsin 53533

Mr. W. Michael Ley
Vice President
David M. Griffith & Associates, Ltd.
315 Wisconsin Avenue
Madison, Wisconsin 53703

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

Iowa County

By: 
(County Official)

By: 
W. Michael Ley
Vice President

Iowa County elects the following compensation alternative as checked below:

 4. **Standard Payment.** Four Thousand Two Hundred Dollars (\$4,200), to be paid in full within two weeks upon receipt of the cost allocation plan and billing by the Consultant.

 X 5. **Optional Payment.** Four Thousand Dollars (\$4,000), to be paid in two amounts. One-third of the contract amount paid by March 31. The remaining contract amount will be paid within two weeks upon receipt of the cost allocation plan and billing by the Consultant.