

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

THIS AGREEMENT, entered into this _____ day of _____, 2015, and effective immediately by and between **Sequoia Consulting Group** (hereinafter called the "Consultant") and the **County of Winnebago**, State of Wisconsin (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 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 plan which conforms to Federal requirements, and will be approved by their 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, legal counsel, disbursement processing, etc., and is for a three year period for Sequoia Consulting Group to prepare plans based upon year-end financial data for 2014, 2015, and 2016, with the services to be performed during calendar years 2015, 2016 and 2017 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. Consultant will also monitor the progress of claims through the State to ensure the County receives recoveries due it. Said monitoring is accomplished when the Consultant completes a review of "Remittance Notices" to verify amount claimed was basis for State remittance.

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 carry out the purposes of the agreement.

4. **Compensation** - The County agrees to pay the Consultant a sum not to exceed Five Thousand Six Hundred Dollars (\$5,600) per year, for all services required herein. 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 for Cause** - If the County shall for cause notify the Consultant in writing to terminate the Consultant's services under this agreement, this agreement shall be deemed terminated and the County's obligation to compensate the Consultant shall be null and void. If the Consultant shall for any cause notify the County that it cannot complete its obligation under this contract and that it shall, thereafter, cease the performance of all its services, this agreement shall be deemed terminated, and the County's obligation to compensate the Consultant shall be null and void.

8.a. **Special Termination**. The County may, at its option, cancel any year of the plan preparation 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 2016 based on 2015 data by giving the Consultant written notice on or before December 15, 2015.

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 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. **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 wise 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 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.

19. **Confidentiality** - The Consultant shall keep any and all information of any kind that it receives as a result of this agreement confidential, and shall ensure that its Personnel, as referenced in paragraph 17, shall also keep said information confidential. The Consultant also agrees to sign a HIPAA agreement or addendum if requested by the County."

20. **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:

WINNEBAGO COUNTY
Office of the Finance Director
112 Otter Avenue
Oshkosh WI 54901-5008

CONSULTANT
SEQUOIA CONSULTING GROUP, INC.
Dennis E. Malinowski
1402 Trotta Court
Waunakee, WI 53597

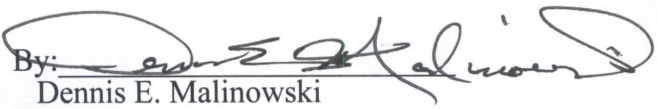
IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

WINNEBAGO COUNTY

By: _____
(County Official)

Attest: _____

Sequoia Consulting Group

By: 
Dennis E. Malinowski
Director