

VII
A-2

**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**
(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Finance Committee

(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)

Date to be on agenda: June 7, 2022

Exact wording to be used for the agenda: Resolution authorizing the County to continue to use Deloitte to provide CARES Act and ARPA related services until June 30, 2023 and provides an amount not to exceed \$250,000 for funding to pay for Deloitte's services(to be funded from ARPA award).

Action requested: Approval

Amount requested: Not to exceed
\$250,000

Object Code: _____

Is item in current year's budget? Yes _____ No X

Does this item commit funds in future years? Yes X No _____

If yes, explain: Included in ARPA funding budget for FY 2022/23

If an agreement or contract, has the County Attorney reviewed Yes _____ No _____
and approved?

Previous action taken on this item, if any: _____

Recommendations and rationale or action: Continue to utilize Deloitte services for ARPA compliance issues

Will anyone speak on behalf of this item, if so who? Joe Lorenz

If this is a rush agenda item, please explain why: _____

Submitted by (Name & Dept.): Joe Lorenz Ext. 6825

Date submitted: 6-1-2022

List Attachments: Resolution, Contract, and Draft Task Order

(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office

Received in Administrative Office:

Date

6/1/22

Time

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA

WHEREAS, the State of Nebraska Military Department/Nebraska Emergency Management Agency and Deloitte & Touche, LLP (“Deloitte”) entered into a Master Service Contract on May 28, 2020, concerning the appropriate use of federal funds as a result of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and,

WHEREAS, during June, 2020, Douglas County piggybacked off of that State contract to use Deloitte to ensure the appropriate use of the County’s CARES Act fund; and,

WHEREAS, the federal government has and will provide additional funding to Douglas County under the American Rescue Plan Act (ARPA) and the County has been utilizing Deloitte for compliance issues in regards to all federal requirements concerning the use of ARPA funds; and,

WHEREAS, the State of Nebraska contract with Deloitte expired on May 26, 2022, and Douglas County desires to continue to utilize Deloitte’s services for compliance issues including how the County’s second tranche of ARPA funding will be utilized; and,

WHEREAS, to that end, this Board desires to enter into the attached contract with Deloitte to provide compliance services through the period ending June 30, 2023, and which authorizes an amount not to exceed \$250,000 (to be paid with ARPA funds) to be used to pay Deloitte for those services it provides to Douglas County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, that the attached agreement between Douglas County and Deloitte is hereby approved and adopted, and the Chair of this Board is authorized and directed to execute said contract on behalf of Douglas County.

DATED this 7th day of June, 2022.

SERVICES CONTRACT
BETWEEN DOUGLAS COUNTY, NEBRASKA
AND
DELOITTE & TOUCHE LLP

This services contract, including applicable addenda and attachments (collectively, "Contract") is entered into by and between Douglas County, NE, a Municipal Corporation (the "County" or "Client" or "Douglas County") and Deloitte & Touche LLP (the "Contractor") (collectively "the Parties").

Contract Manager and Task Order Project Liaison: Douglas County will designate a single Contract Manager and Project Liaison(s) for each Task Order. The Contract Manager will review and verify all deliverables as they pertain to the written Contract. The Contract Manager will reconcile deliverables and invoices to determine whether payment is due. The Project Liaisons will provide oversight of the work plan activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Liaisons shall be the principal point of contact on behalf of the County and the primary person authorized to approve the work plan under each Task Order. The Contractor will take direction from the Project Liaison, or designee, regarding organizational structure, problem resolution escalation, strategic initiatives, and procedures and staffing/resource needs. Any recurring deficiencies in the Contractor's work product identified by the County may result in the County requesting the Contractor submit an action plan to address how those deficiencies will be addressed and corrected.

County Contract Manager:

Joseph Lorenz
Director of Finance & Budget
Douglas County Board of Commissioners
1819 Farnam Street, Suite LC2
Omaha, NE 68183
Joseph.Lorenz@DouglasCounty-NE.gov
Office: 402-444-6825

BACKGROUND:

A. The Douglas County American Rescue Plan Act of 2021(ARPA) Fund

Douglas County has received federal funds known as the Coronavirus State and Local Fiscal Recovery Fund as a result of the American Rescue Act of 2021 (ARPA) which specified that the funds may be used for the following purposes:

- A. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;

- B. Address negative economic impacts cause by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- C. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- D. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- E. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

DURATION: This contract is a one-year contract that begins June 7, 2022. This Contract ends on June 6, 2023 unless terminated or extended in accordance with its terms. This contract may be extended for up to two one-year renewal periods as agreed to by the parties.

SCOPE OF WORK & DELIVERABLES

During the term of this Contract, the Contractor will work with the County to develop and review the various permitted fund allocations and the reporting guidance required for use of the State and Local Fiscal Recovery Funds which shall include evaluating compliance with all federal regulation and requirements.

In addition, the Contractor will provide requested services pursuant to individual Task Orders using the form included in Attachment A (Sample Task Order Template). Once executed by the County and Contractor, each Task Order is binding on the parties thereto. The Contractor will work in good faith with the County to develop and agree to the contents of each Task Order. Task Orders, by reference, shall contain and be subject to the terms and conditions of this Contract.

The expected services and related deliverables necessary to carry out the purpose of the Contract may include, but are not limited to, the following:

PHASE		ILLUSTRATIVE ACTIVITIES	ILLUSTRATIVE Work Products
CO-DEVELOP EXPECTATIONS	1.01	Define the protocols for engaging Client and providing services to the County—including communication, reporting, measuring quality of performance, etc.	§ Detailed Project Plan § Project Management Protocols § Project Status Report Template
	1.02	Conduct joint team orientation and launch customized processes and tools	
ASSESS & PRIORITIZE NEEDS	2.01	Perform high-level assessment of current County capabilities (e.g., communication, governance, process, staffing, and technology systems) to support the implementation of ARPA reimbursement programs	§ Current County Assessment Report

PHASE		ILLUSTRATIVE ACTIVITIES	ILLUSTRATIVE Work Products
	2.02	Perform historical reconciliation of any ARPA Fund amounts disbursed to date including applicant population, funding sources and activities performed to date by the County	
	2.03	Assess needs related to support for other COVID-19 funding related streams relating to ARPA at the request of the County	
DESIGN PROGRAM ADMINISTRATION PROCESSES	3.01	Configure our mapping of funding streams to delineate eligible recipients, eligible uses, periods of availability, and any specialized compliance and reporting requirements	§ ARPA Funding Source Mapping § Standardized Cost Tracking Templates § Recipient Information Toolkits § Documented Fund Reimbursement Processes and Accelerators
	3.02	Develop standardized cost tracking categories and templates to facilitate consistent categorization and alignment with acceptable supporting documentation	
	3.03	Develop and configure risk-based processes for the intake and processing of applications for ARPA funding	
	3.04	Develop and configure risk-based processes for the intake and processing of request for reimbursements for ARPA funding	
	3.05	Develop and configure risk-based processes for monitoring of subrecipient compliance with ARPA funding requirements	
	3.06	Develop and configure risk-based processes for reporting of subrecipient performance with ARPA funding requirements	
	3.07	Develop and configure risk-based processes for performing closeout of ARPA programs	
	3.08	Identify, implement and configure existing or add on technology platform(s) to enable automation and workflow processing of ARPA Fund applications, request for reimbursement and payment initiation procedures to prepare County accounting to complete payment, compliance monitoring, reporting, and closeout	
	3.09	Develop standardized information toolkits to support potential applicants understand the requirements (e.g., cost tracking, reporting, auditing) of each ARPA Fund stream	
	3.10	Develop and configure process accelerators (e.g., checklists, templates, FAQ's etc.) to support effective and efficient processing of applications, reimbursement requests, quarterly reporting,	

PHASE		ILLUSTRATIVE ACTIVITIES	ILLUSTRATIVE Work Products
		compliance monitoring, and closeout	
	3.11	Facilitate communication, awareness and onboarding meetings to educate applicants of application, reimbursement, reporting, compliance monitoring, and closeout processes, tools and resources	
	3.12	Establish a help desk function to support intake and processing of applicant inquiries and to provide technical assistance through the lifecycle of the program administration	
	3.13	Develop key performance indicators and benchmarks for process execution (e.g., application processing times, reimbursement processing times, subrecipient monitoring timelines, reporting generation times, closeout processing times etc.)	
EXECUTE PROGRAM ADMINISTRATION PROCESSES	4.01	Execute intake and processing of applications for ARPA funding	§ Summary of ARPA Application Summary of ARPA Reimbursement Eligibility and Approval Decisions § Summary of Noted Issues or Recipient Risks § Reimbursement Balances and Reconciliation Reports
	4.02	Provide application decisions to applicants including documentation of reasons and potential corrective action for denied applications	
	4.03	Execute intake and cursory reviews of reimbursement requests to identify ineligible, misaligned or incomplete reimbursement request packets	
	4.04	Provide technical assistance to applicants to address noted issues with reimbursement request packets	
	4.05	Perform detailed review of eligible reimbursement request and applicable supporting documentation	
	4.06	Make eligibility recommendations in accordance with outlined compliance requirements of the applicable ARPA Fund stream	
	4.07	Document eligibility decisions and reconcile against applicable reimbursement histories to minimize potential for duplication of benefits or potential fraud, waste and abuse	
	4.08	Notify applicants of eligible amounts approved and compliance requirements for the applicable funding source(s)	
	4.09	Provide corrective action plans to help recipients address or overcome ineligibility determinations	

PHASE		ILLUSTRATIVE ACTIVITIES	ILLUSTRATIVE Work Products
	4.10	Reconcile reimbursement transaction history and providing ongoing balances and reports to the County and its recipients;	
	4.11	Provide compliance monitoring and ongoing technical assistance to applicants to address inquiries or noted issues	
	4.12	Identify, consolidate and analyze applicable data and data sources to support statutory and programmatic reporting for ARPA funding on behalf of the County	
	4.13	Perform closeout of ARPA Fund programs including final reconciliations	
	4.14	Provide above referenced services related to support for other COVID-19 funding related streams relating to ARPA if determined necessary by the County	
DELIVER RESULTS AND INSIGHTS	5.01	Interact weekly with the County Contract Manager to provide the status of the engagement and the progress made according to the agreed upon metrics and performance indicators	§ Weekly or Monthly Status Update Report
	5.02	Generate performance reports that articulate results and keep the County abreast of critical issues (include new and emerging risks and potential mitigating activities)	
	5.03	Assist the County with public facing transparency through ongoing performance reporting of ARPA expenditures and key program activities	
MEASURE, OPTIMIZE AND RECALIBRATE	6.01	Measure ongoing performance against established key performance metrics and benchmarks	§ Performance Reports § Process Improvements
	6.02	Investigate performance that does not meet expectations and develop corrective action plans	
	6.03	Implement corrective actions to address noted performance issues and improve existing processes for optimization (i.e., streamline process and reduce procedural bottlenecks, if applicable)	

COSTS

Total professional fees and related expenditures for requested services during the one-year term shall not exceed \$250,000, unless mutually agreed upon in writing by the parties.

Established billing rates for the Contract are as follows:

Resource Level	Hourly Rate
Partner / Principal / Managing Director	\$350.00

Senior Manager	\$275.00
Manager I	\$250.00
Manager II	\$220.00
Senior Consultant I	\$180.00
Senior Consultant II	\$165.00
Senior Consultant III	\$150.00
Consultant I	\$125.00
Consultant II	\$110.00
Consultant III	\$95.00
Administrative Support I	\$85.00
Administrative Support II	\$65.00

Such rates recognize the experience and special skills of the applicable personnel, as well as the complexity of the services to be performed under the Contract.

Professional Fees:

Professional fees are to be estimated for each Task Order based upon the parties' mutual understanding of the Task Order requirements, the proposed approach, the estimate of the level of effort required, the Contractor's roles and responsibilities, any assumptions set forth herein, and active participation of the County's management and other personnel, as described in the Task Order. Based on the complexity and duration of this project, issues may arise that require procedures beyond what was initially anticipated within the Task Order. If this should occur, the Contractor will discuss it with the County prior to performing any additional work. Task Order estimates may be amended upon mutual written agreement of the parties.

Expenses:

The County will reimburse the Contractor for all reasonable expenses incurred in performing the services under this Contract in accordance County procedures. These expenses include, but are not limited to, reasonable travel to include meal, lodging, and mileage-related expenses. Travel must be approved by the County prior to the start date of travel. All travel will be compensated on a reimbursement basis. Any other service-related expenses must be pre-approved by the County.

Billing and Payment:

The County will compensate the Contractor under the terms of this Contract for the services performed and expenses incurred, through the term or effective date of termination of this Contract within forty-five (45) days of receipt of the monthly invoice in accordance with the Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 to 81-2408. The County may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the County be responsible or liable to pay for any goods and services provided by the Contractor prior to the effective date of the Contract, and the Contractor hereby waives any claim or cause of action for any such services.

Contractor will email an invoice with sufficient detail to support payment to the Contract Manager on a monthly basis:

Joseph T. Lorenz
1819 Farnam Street, Suite LC2
Omaha, NE 68183
Joseph.lorenz@douglascounty-ne.gov
Office: (402) 444-6825

TERMS AND CONDITIONS

- A. GENERAL:** Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda

Any ambiguity or conflict in the Contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

- B. NOTIFICATION:** Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered (i) personally, (ii) via facsimile or email, or (iii) mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon (i) personal delivery, (ii) on the date of delivery in the case of facsimile or email, or (iii) five (5) calendar days following deposit in the mail.

The parties agree that legal notices regarding the executed Contract shall be delivered personally or via mail.

Contractor Contract Manager Kathie Schwerdtfeger, Partner	Agency Contract Manager Joseph T. Lorenz, Director of Finance and Budget
Contractor Deloitte & Touche LLP	Agency Douglas County Board of Commissioners
Contractor Street Address 1601 Dodge Street, Suite 3100	Agency Street Address 1819 Farnam St., Suite LC 2
Contractor City, State, Zip Omaha NE 68102-9706	Agency City, State, Zip Omaha, NE 68183
Contractor Contract Manager Email: Kschwerdtfeger@deloitte.com	Agency Contract Manager Email: Joseph.lorenz@douglascounty-ne.gov
Contractor Contract Manager Phone: 512.695.6292	Agency Contract Manager Phone: 402.444.6825

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. GOVERNING LAW

Notwithstanding any other provision of this Contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that (1) this Contract will be interpreted and enforced under the laws of the State of Nebraska; (2) the indemnity, limitation of liability, remedy, and other similar provisions of this Contract, if any, are

entered into subject to the State of Nebraska's Constitution, statutes, common law, and regulations.

The parties must comply with all local, state and federal laws, ordinances, rules, orders, and regulations applicable to it in its performance of services hereunder.

D. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the County and the Contractor. The Contractor will be notified in writing when work may begin.

E. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

The parties agree that an amendment may be executed via DocuSign or similar agreed upon e-signature solution.

F. CHANGE ORDERS OR SUBSTITUTIONS

The County and the Contractor, upon written agreement, may make changes to the Contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the County may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the Contract shall not be deemed a change. The Contractor may not claim forfeiture of the Contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations.

No change shall be implemented by the Contractor until approved by the County, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both parties retaining all remedies under the Contract and law.

In the event any product is discontinued or replaced upon mutual consent during the Contract period or prior to delivery, the parties reserve the right to amend the Contract or purchase order to include the alternate product.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor encounters issues in performing its obligations under the Contract or anticipates delays in performing its obligations under the Contract, the Contractor shall immediately give written notice to the County. The notice shall explain the issue or delay, a proposed solution or mitigation and may include a request for a waiver of the obligation, if so desired. The County may, in its discretion, temporarily or permanently waive the obligation. By granting a waiver,

the County does not forfeit any rights or remedies to which the County is entitled by law or equity, or pursuant to the provisions of the Contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

Either party may terminate the Contract, in whole or in part, if the other party breaches its duty to perform its obligations under the Contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Such notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the Contract for the same or different contract breach which may occur at a different time if found incurable or pursuant to the County's other termination rights under this Contract. In case of default of the Contractor, the County may contract the service not yet performed from other sources and seek as damages from the Contractor any excess professional fees paid by the County to other sources above the fees that the County would have paid Contractor for such services occasioned thereby.

The County's failure to make payment due and owing under the Contract shall be a breach, and the Contractor shall retain all available statutory remedies and protections.

To the extent allowed by law, each party, its subsidiaries and subcontractors, and their respective personnel shall not be liable to the other for any claims, liabilities, or expenses relating to this Contract ("Claims") for an aggregate amount in excess of (i) in the case of Contractor, the fees paid by the County to Contractor under this Contract during the twelve (12) month period immediately preceding the date on which the first Claim accrued or (ii) in the case of the County, the fees paid and incurred but not yet paid by the County to Contractor pursuant to this Contract, except to the extent resulting from their recklessness, bad faith or intentional misconduct. In no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Contract. In circumstances where this limitation on damages provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

I. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a party shall not waive any rights of the party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

If any term or condition of the Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

i. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the County and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the County for bodily injury, death, or real or tangible personal property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, negligent error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from their performance of services pursuant to this Contract, except to the extent such Contractor liability is attenuated by any action of the County which directly and proximately contributed to the claims.

ii. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the County gives the Contractor prompt notice in writing of the claim. The Contractor shall not have any indemnification obligations to the extent that infringement or misappropriation arises from (i) modifications to the deliverable other than by Contractor or its subcontractors, or use thereof in a manner not contemplated by this Contract, (ii) the failure of the indemnified party to use any corrections or modifications made available by Contractor, (iii) information, materials, instructions, specifications, requirements, or designs provided by or on behalf of the indemnified party, or (iv) the use of the deliverable in combination with any platform, product, network, or data not provided by Contractor. The Contractor may not settle any infringement claim that will affect the County's use of the intellectual property without the County's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the County's use of any intellectual property for which the Contractor has indemnified the County, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the County's behalf to provide the necessary rights to the County to eliminate the infringement, or provide the County with a non-infringing substitute that provides the County the same functionality.

iii. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, workers' compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractors and their employees, provided by the Contractor.

iv. SELF-INSURANCE

Douglas County is self-insured.

L. ASSIGNMENT, SALE, OR MERGER

Either party may assign the Contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the County in executing amendments to the Contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the Contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this Contract and perform all obligations of the Contract.

M. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party of a Force Majeure Event, and shall have the burden to justify the request. The other party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

N. CONFIDENTIALITY

All materials and information provided by the parties or acquired by a party on behalf of the other party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should confidentiality be breached by a party, the party shall notify the other party immediately of the breach and take immediate corrective action.

To the extent applicable, the parties shall inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable by 5 U.S.C. 552a(m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

O. EARLY TERMINATION

The Contract may be terminated as follows:

1. The County and the Contractor, by mutual written agreement, may terminate the Contract at any time.
2. The County, in its sole discretion, may terminate the Contract for any reason upon thirty (30) calendar days' written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services performed or provided.
3. The County may terminate the Contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and
 - i. in the event funding is no longer available.

P. CONTRACT CLOSEOUT

Upon Contract closeout for any reason, the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the County;
2. Transfer ownership and title to all completed or partially completed deliverables to the County upon payment thereof;
3. Return to the County all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product

- documentation standards or as are automatically retained in the course of Contractor's routine back-up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this Contract;
 5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this Contract;
 6. Return or vacate any county-owned real or personal property; and
 7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the County has no legal claim. Upon any termination, Contractor will be paid for all services performed through termination, including pro rata work in progress.

CONTRACTOR DUTIES:

A. INDEPENDENT CONTRACTOR/ OBLIGATIONS

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the Contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Contract. The personnel the Contractor uses to fulfill the Contract shall have no contractual or other legal relationship with the County; they shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits from the County, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the County (which shall not be unreasonably withheld), except in the event of serious illness, separation from services, or serious personal circumstances. Replacement of these personnel, if approved by the County, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the Contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the Contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;

3. Damages incurred by Contractor's employees within the scope of their duties under the Contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the Contract without the prior written authorization of the County.

The County reserves the right to require the Contractor to reassign or remove any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this Contract.

The Contractor shall include a similar provision, for the protection of the County, in the contract with any subcontractor engaged to perform work on this Contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to verify the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Annexed hereto as Attachment C and made a part hereof by reference are the equal employment provisions of this contract. Refusal by the Contractor to comply with any portion of this program as therein stated and described may subject the offending party to any or all of the following penalties:

- (1) Withholding of all future payments under the involved contracts to the Provider in violation until it is determined that the Contractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contracts with the County or any of its departments or divisions until such time as the Contractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.

C. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this Contract.

D. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the Contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Contract.

E. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The County shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the County pursuant to this Contract so long as the County meets its applicable obligations as found in this Contract.

The County shall own and hold exclusive title to any deliverable developed as a result of this Contract upon full payment thereof. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable, except for any Contractor Materials contained therein.

For purposes of this section, "Contractor Materials" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the services, or created by the Contractor or its subcontractors as a tool for their use in performing the services, plus any modifications or enhancements thereto and derivative works based thereon.

The Contractor shall throughout the term of the Contract maintain insurance as specified herein and provide the County a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the Contract until the insurance is in place. If Contractor subcontracts any portion of the Contract, the Contractor must, throughout the term of the Contract, either:

7. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor; or

8. Require each subcontractor to have equivalent insurance, or alternatively commensurate with the risks presented by such subcontractors in their performance of services as defined under the Contract, as determined by the Contractor, and provide written notice to the County that the Contractor has verified the coverage; or
9. Provide the County with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance, or alternatively commensurate with the risks presented by such subcontractors in their performance of services as defined under the Contract, as determined by the Contractor. The failure of the County to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance, shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the Contract or within (number) (5) years of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this Contract for the term of the Contract and (number) (5) years following termination or expiration of the Contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the County may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the Contractor's employees to be engaged in work under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the County in which the work is to be performed, including Occupational Disease. The policy shall include a waiver of subrogation in favor of the County with respect to Contractor's acts or omissions in performance of the services herein unless prohibited by law. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance

as shall protect Contractor and Contractor's vicarious liability for any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, vicarious liability for Independent Contractors, Personal and Advertising Injury, and Contractual Liability coverage for insured contracts. The policy shall include the County, and others as required by the Contract documents as Additional Insured(s) with respect to Contractor's acts or omissions in performance of services as defined under this Contract. This policy shall be primary, and any insurance or self-insurance carried by the County shall be considered secondary and non-contributory with respect to additional insured status. The COI shall contain the mandatory COI liability waiver of subrogation with respect to Contractor's acts or omissions in performance of the services herein unless prohibited by law [language found hereinafter]. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual Liability for Insured Contracts		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Vicarious Liability for Independent Contractors		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKERS' COMPENSATION		
Employer's Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
USL&H Endorsement		Statutory
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence and annual aggregate
PROFESSIONAL LIABILITY		
All Other Professional Liability (Errors & Omissions)		\$5,000,000 Per Claim / Aggregate
COMMERCIAL CRIME		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000 Each Loss
CYBER LIABILITY		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties (if allowed by law)		\$5,000,000 per claim/Aggregate The insurance may be included under a Professional Liability coverage form

MANDATORY COI SUBROGATION WAIVER LANGUAGE
"Commercial General Liability, Commercial Automobile Liability and "Workers' Compensation policy shall include a waiver of subrogation in favor of the Douglas County pursuant to written contract unless prohibited by law."
MANDATORY COI LIABILITY WAIVER LANGUAGE
"Commercial General Liability & Commercial Automobile Liability policies shall include Douglas County as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the County shall be considered secondary and non-contributory as additionally insured with respect to Contractor's acts or omissions in performance of services as defined under contract."

F. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager with an industry standard ACORD certificate of insurance coverage complying with the above requirements prior to beginning work at the following:

Douglas County
 Attn: Matt Mundt, Risk and Safety Coordinator
 Douglas County Administration
 15335 West Maple Road, Suite 203
 Omaha, NE 68116
 Phone: (402) 444-7940

These certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and the minimum amounts and types of coverage required hereunder. If the County is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be reported to the Contract Manager as listed above by Contractor when issued if replacement insurance coverage meeting the requirements and specifications herein cannot be obtained and a new coverage binders evidencing replacement coverage shall be submitted immediately to ensure no break in coverage.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor encounters issues in performing its obligations under the Contract or anticipates delays in performing its obligations under the Contract, the Contractor shall immediately give written notice to the County. The notice shall explain the issue or delay and may include a request for a waiver of the obligation if so desired. The County may, at its discretion, temporarily or permanently waive the obligation. By granting a temporary waiver, the County does not forfeit any rights or remedies to which the County is entitled by law or equity, or pursuant to the provisions of the Contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. ANTITRUST

The Contractor hereby assigns to the County any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. COUNTY PROPERTY

The Contractor shall be responsible for the proper care and custody of any County-owned property which is furnished for the Contractor's use during the performance of the Contract. The Contractor shall reimburse the County for any loss or damage of such property, reasonable normal wear and tear excepted.

J. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to imply that the company or its goods or services are endorsed or preferred by the County. Any publicity releases pertaining to the Contract shall not be issued without prior written approval from the County.

K. DISASTER RECOVERY/BACK-UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the County, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the Contract in the event of a disaster.

L. DRUG POLICY

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the County.

M. WARRANTY

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the County, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the County the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES SUCH AS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Interest of the County.

Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the County shall have a financial interest, direct or indirect, in any County agreement. Any violation of this section with the knowledge of the person or corporation contracting with the County shall render the agreement voidable by the County Commission.

Interest of the Contractor.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in violation of law with the performance of services required to be performed under this agreement; it further covenants that in the performance of this agreement, no person having any such interest shall be employed by Contractor to provide services hereunder.

PAYMENT**A. TAXES**

The County is not required to pay taxes and assumes no such liability as a result of this Contract. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for its records. Any property tax payable on the Contractor's equipment which may be installed in a County-owned facility is the responsibility of the Contractor.

B. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the County, and no action by the County, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the County with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the County as an amendment to the Contract.

C. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the Contract shall be performed by the designated County officials.

The County and/or its authorized representatives shall have the right to enter any premises where the Contractor's or subcontractor's duties under the Contract are being primarily performed if there is a project worksite, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

D. PAYMENT

Payment will be made by the County in compliance with the Prompt Payment Act (see Neb. Rev. Stat. § 81-2403).

The Contractor may charge the County interest for any late payment in accordance with the act.

E. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

The County's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should such funds not be appropriated, the County may terminate the Contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The County will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the County to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

F. RIGHT TO AUDIT

The County shall have the right to audit the Contractor's performance of this Contract upon thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the Contract (Information) to enable the County to audit the Contract. (Neb. Rev. Stat. § 84-304 et seq.) The County may audit, and the Contractor shall maintain, the Information during the term of the Contract for a period of five (5) years after the completion of this Contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the County at Contractor's place of business or a location acceptable to both parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The County reserves the right to examine, make copies of, and take notes on any Information relevant to this Contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any Information, including but not limited to product cost data, which is confidential or proprietary to Contractor, to the extent allowed by law.

The parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the County. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total Contract billings, or if fraud, material misrepresentations, or nonperformance is discovered on the part of the Contractor, the Contractor shall reimburse the County for the total costs of the audit. Overpayments and audit costs owed to the County shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

G. Nondiscrimination Clause

Contractor agrees that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability,

or national origin of the employee or applicant. In addition, and with respect to all subcontractors, Contractor shall require compliance with Neb. Rev. Stat. § 48-1122. In the performance of this Agreement, Contractor, and subcontractors, shall not discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.

H. Conflict of Interest

In the performance of this Agreement, Contractor will avoid all conflicts of interests or appearances of conflict of interest. Contractor will report any conflict of interest immediately to County. Contractor assures County that no County employee will have a financial or personal interest in this Agreement. Contractor did not and will not provide any money or other benefit of any kind to any County employee in the procuring of, facilitation of, execution of, or during the duration of this Agreement.

In witness thereof, the parties have duly executed this Contract hereto, and that the individual signing below has authority to legally bind the party to this Contract.

FOR DOUGLAS COUNTY:

FOR CONTRACTOR:

Mary Ann Borgeson, Chair

Kathie Schwerdtfeger, Partner

Douglas County Board of Commissioners

Deloitte & Touche LLP

DOUGLAS COUNTY

DATE: June 7, 2022

DATE:

ATTEST:

[Title]

APPROVED AS TO FORM:

Deputy County Attorney

Date

DOUGLAS COUNTY, NEBRASKA
Task Order 1 American Rescue Plan Act Advisory Support

Authorizing Contract Douglas County **Task Order #1** is governed by the terms and conditions set forth in the contract dated **[Month, Day]**, 2022 between the Douglas County ("County" and Deloitte & Touche LLP ("Deloitte").

County Project Liaison **[FirstName LastName] | [Title]** | Douglas County

Contractor Project Manager Kathie Schwerdtfeger | Partner, Deloitte & Touche LLP
 Jeff Harrison | Senior Manager, Deloitte & Touche LLP

Task Order Name American Rescue Plan Act Advisory Support

CO-DEVELOP EXPECTATIONS

- Facilitate kick-off meeting and working sessions with stakeholders from Douglas County to understand current capabilities (e.g., governance, people, process, technology) to support program application, reimbursement, compliance monitoring, reporting and closeout of the American Rescue Plan Act (ARPA)
- Confirm specific responsibilities for Deloitte and the County under each planned funding stream of the ARPA program
- Work with the County to develop high-level project plan with key milestones and timelines
- Identify liaisons, if necessary, for applicant and stakeholder groups and establish a consistent meeting cadence to facilitate status update reporting and risk escalation
- Develop status update templates and other communication protocols to facilitate ongoing collaboration for the duration of the engagement

Work Product(s): Project Status Report Template

ADVISE, ASSESS AND PRIORITIZE NEEDS

- Confirm the County's prioritization of ARPA funding programs, applicants and spend categories and advise the County on program design and compliance requirements
- Identify and document County specific programmatic objectives to be incorporated in ARPA programs
- Advise on the County's revenue loss calculation, reporting objectives and requirements, and other ARPA related activities
- Obtain current status of program balances of reimbursement activities that may have already occurred by the County to-date by ARPA funding stream and perform a lookback to determine compliance with federal rules and regulations; Provide observations and recommendations for potential remediation, if needed
- Provide recommendations to the County on documentation required to execute ARPA programs including intake, retention, and review of documentation

Work Product(s): Applicable Project Plans and Process Workflows

Task Order Description

Alignment to Contract Scope Activities included in this Task Order are aligned to the tasks and services outlined in the Scope of Work and Work Products section of the master contract between Deloitte and the County.

Assumptions	<p>The County specifically acknowledges and agrees to the following:</p> <ul style="list-style-type: none"> ▪ The Services will be performed in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA). The Services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an accounting or auditor's opinion or any other form of regulatory assurance as a result of performing the Services. ▪ Deloitte will not make any management decisions, perform any management functions, or assume any management responsibilities of the County. ▪ The County will be responsible for approval of deliverables and communications and for responding to, and compliance with the County's obligations to the Grantor, the State, regulators, and other County stakeholders. ▪ Based on the complexity and duration of the Task Order, issues may arise that require procedures beyond what was initially anticipated within the Task Order. If this should occur the Contractor will discuss it the County prior to performing any additional work and the Task Order will be amended in accordance with the provisions set forth in the Contract. 		
	<p>Estimated Timeline</p> <p>The advisory support services outlined above are for the period of [X] months. Services will begin on [Month, Day], 2022 and be completed on or before [Month, Day], 2023.</p>		
	<p>Cost Estimate</p> <p>Not to exceed \$250,000</p> <p>Services under this Task Order will be billed monthly under a time and materials arrangement and in accordance with the rate card provided in the Contract.</p>		
FOR DOUGLAS COUNTY		FOR DELOITTE & TOUCHE LLP	
Signature:		Signature:	
Name:	[FirstName LastName]	Name:	Kathie Schwerdtfeger
Title:	[Title], Douglas County	Title:	Partner
E-Mail:	[email]	E-Mail:	Kschwerdtfeger@deloitte.com
Date:		Date:	