

## MASTER ENGAGEMENT AGREEMENT

**THIS MASTER ENGAGEMENT AGREEMENT** (“Agreement”), made and entered into as of February 8, 2023 (“Effective Date”) by and between **MGT of America Consulting, LLC**, with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609 (“MGT”) and **Huerfano County, Colorado**, with offices located at 401 Main Street, Walsenburg, CO 81089 (“Client”), sets forth the parties’ understanding pursuant to which MGT shall be engaged by Client.

### **I. SCOPE OF SERVICES**

The scope of MGT’s services to be provided to Client on a project shall be set out in individual annexes to this Agreement (“Annex” or “Annexes”). Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the scope of Services to be performed by MGT (“Services”), term or period of performance, key MGT staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to MGT’s fees and promised delivery dates for such Services may be required. MGT undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

### **II. STAFFING**

MGT shall assign staff members to perform all Services. Should any staff members be unable to perform Services, MGT may substitute another similarly-qualified staff member. MGT may, from time to time and in its discretion, augment the listed staff as needed to perform the Services. All tasks are to be completed virtually, unless Client and MGT mutually agree to add in-person work for an additional fee (to be determined). All requests for in-person work must be made in writing and must be approved by MGT and incorporated as an amendment and/or annex to this Agreement.

### **III. FEES AND DISBURSEMENTS**

All invoices submitted by MGT to Client shall be due and payable upon receipt. MGT reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.

### **IV. TERM AND TERMINATION**

This Agreement shall be effective on the Effective Date and shall continue for a period of four (4) years unless otherwise terminated or extended as provided herein.

Each Annex shall set forth the period of performance in which MGT shall perform the project-specific Services and may provide for additional option periods. Client may elect to exercise such option periods by notifying MGT of their intention, at which time compensation and scope can be determined and agreed upon by both parties.

Either party shall have the right to terminate this Agreement and any Annex by giving thirty (30) days’ prior written notice to the other party. If this Agreement or any Annex is so terminated in advance of its scheduled completion, Client shall pay to MGT, upon receipt of an invoice, any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify MGT as provided

in Section V.3, General Indemnification, herein.

## **V. GENERAL PROVISIONS**

### **1. Modification, Cancellation or Suspension of Work**

Upon consultation with MGT, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, MGT shall immediately take proper steps to carry out such instructions. In the event Client elects to modify the scope, an adjustment to the Annex Compensation may be necessary, and MGT will advise Client of any changes to Compensation.

### **2. Delay**

If during the term, Client causes delay resulting from Client's (i) failure to provide requested information on a timely basis, (ii) providing of inaccurate, incorrect or false information, (iii) Client's failure to provide access to appropriate personnel if required by the Annex Scope, or (iv) delay due to Client rescheduling Annex Scope; and such delay causes MGT any or all of (i) duplicate work efforts, (ii) corrective work efforts, or (iii) more than 7 days of idle time, MGT reserves the right to charge additional fees on either or both of (i) hourly rate (ii) and material costs.

### **3. General Indemnification**

Client shall fully defend, indemnify and hold harmless MGT and its officers, directors, employees, agents, representatives or successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, actions or causes of actions and any and all liabilities, costs and expenses (including but not limited to attorney's fees and expenses, incurred in the defense of an Indemnified Party, including costs of appeal) damage or loss in connection therewith, what may be asserted by Client, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with Client's performance of the Services under this Agreement or Statement of Work, regardless of whether such claims, demands, actions, causes of action or liability are or alleged to have been caused by in part or contributed to by the negligence, fault, or strict liability of any Indemnified Party.

MGT's indemnity obligation under this Paragraph is contingent upon MGT ("Indemnitee") seeking indemnity by (i) promptly notifying the Client ("Indemnitor") of each claim; provided, however, that Indemnitee's failure to give prompt notice to Indemnitor of any such claim shall not relieve Indemnitor of any obligation under this paragraph except and to the extent that such failure materially prejudices Indemnitor's ability to defend against such claim; (ii) provide the Indemnitor with sole control over the defense and/or settlement thereof provided however, that Indemnitor shall not settle any claim that includes an admission of wrongdoing by Indemnitee or otherwise adversely affects Indemnitee's interests without its prior consent; and (iii) at Indemnitor's request and expense, provide full information and reasonable assistance to Indemnitor with respect to such claim.

### **4. Confidentiality**

MGT shall maintain in confidence all information and data relating to Client, its Services, products,

business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by MGT from Client, or any of its affiliated companies, or created in the course of this Agreement.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose Client's name and the general nature of MGT's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show that the relevant information:

- (1) was at the time of receipt already in MGT's possession;
- (2) is, or becomes in the future, public knowledge through no fault or omission of MGT;
- (3) was received from a third-party having the right to disclose; or
- (4) is required to be disclosed by law.

## **5. Non-Solicitation**

During the term of this Agreement, and for a period of two (2) years after the termination thereof, neither party shall directly nor indirectly solicit for employment any person or persons currently employed, or who were employed in the last twelve months by the other unless (a) the other party has given its prior written consent, (b) the employer has terminated his or her position, or (c) the employer-party terminated his or her employment. Direct solicitation does not include advertisements published in the general media and, except to the extent that an individual was specifically encouraged to respond to such advertisements, nothing in this clause restricts an individual employee's right to seek employment with the other party to perform work unrelated to this Agreement.

## **6. Risk**

All MGT analysis, projections, forecasts, and conclusions rely upon the accuracy of information provided by Client as well as near-term and long-term assumptions influenced by factors outside of MGT's control and for which may adversely impact Client. Changes such as Client's financial health, as well as state, local, and global economic conditions, may impact Client, the accuracy of projections and or feasibility of Services. Additional risks to Client include but are not limited to changes to demand, competition, regulatory changes, as well as force majeure events.

## **7. Force Majeure**

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a force majeure event, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as acts of God, war, act(s) of terrorism, fires, explosions, natural disasters, to include without limitation, hurricanes, floods, and tornadoes, failure of transportation, labor strike, loss or

shortage of transportation facilities, lockout or commandeering of materials, products, plants or facilities by the government or other order (both federal and state), interruptions by government or court orders (both federal and state), present and future orders of any regulatory body having proper jurisdiction, civil disturbances to include without limitation, riots, rebellions, and insurrections, epidemics, pandemics, or other national, state, or regional emergencies, and any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure event.

#### **8. Exclusion of Liability caused by Political or Regulatory Decisions**

While Client has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while MGT has agreed to provide such assistance, MGT shall not be responsible for nor liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

#### **9. Governing Law, Submission to Jurisdiction and Consent to Suit**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF FLORIDA) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN HILLSBOROUGH COUNTY, FLORIDA AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

#### **10. Dispute Resolution Procedure**

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable certified mediator. The mediation shall take place in Tampa, Florida.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

#### **11. Assignment**

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

#### **12. Non-Discrimination/Equal Employment Practices**

Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state or local laws. During the performance of this Agreement, neither party or their employees, agents or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, or physical disability, or any other classifications protected by local, state or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

#### **13. Partial Invalidity**

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

**14. Notices**

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

**15. Counterparts and Execution**

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

**16. Survival**

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

**17. Entire Agreement**

This Agreement and attached Annex(es) constitute the entire and only Agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be modified only in a writing signed by the parties. Any purchase order provided by Client will be limited by, and subject to, the terms and conditions of this Agreement and any corresponding Annex. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**MGT OF AMERICA CONSULTING, LLC**

**HUERFANO COUNTY,  
COLORADO**



Name: Patrick J. Dyer

Name:

Title: Vice President

Title:

Date: 02/08/2023

Date:

FEIN: 81-0890071

**ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT**

This Annex No. 1 to Master Engagement Agreement (“Annex”) between MGT of America Consulting, LLC, (“MGT”), and Huerfano County, Colorado (“Client”), sets forth the parties’ understanding pursuant to which MGT shall provide the below-specified project-level Services to Client.

**SCOPE.** MGT shall provide services in accordance with the attached Scope of Services dated February 6, 2023 for a total fixed fee of \$5,300.

**TERM.** This Annex is for MGT’s provision of Client’s Fiscal Year 2022 Cost Allocation Plan. This Annex may be renewed by the Parties for two additional one-year periods by a signed amendment indicating agreed-upon pricing.

**MGT OF AMERICA CONSULTING, LLC**

**HUERFANO COUNTY,  
COLORADO**



\_\_\_\_\_  
Name: Patrick J. Dyer

\_\_\_\_\_  
Name:

Title: Vice President

Title:

Date: 02/08/2023

Date:

FEIN: 81-0890071

*[Scope of Services to follow]*

# SCOPE OF SERVICES

FEBRUARY 6, 2023



Submitted by:

R. MICHELLE GARRETT  
MANAGER

8200 S. QUEBEC, SUITE A3 #184  
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303-807-6331  
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## 2 CFR PART 200 COST ALLOCATION PLAN

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**HUERFANO COUNTY, COLORADO**



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# COST ALLOCATION PLAN SCOPE OF SERVICES

## EXPERIENCE / QUALIFICATIONS

### MGT OF AMERICA CONSULTING, LLC

MGT of America Consulting, LLC (MGT) is a national research and management consulting firm specializing in providing management and financial services to government clients. Founded in 1974, MGT is a limited liability company owned by the current and retired partners, principals, and consultants of the firm. The advantage of this ownership structure to our clients is that every member of the firm has a vested interest in the successful completion of every project, for every client.

### MGT FINANCIAL SOLUTIONS GROUP

The MGT Financial Solutions Group provides cost allocation plan preparation, user fee study and indirect cost rate calculation services to government entities in over 30 states including Colorado.

In the past five years, our consultants have prepared more than 300 hundred cost allocation plans and studies for cities, and counties ranging in population from a few thousand to over three million. Additionally, MGT financial solutions consultants have successfully completed several thousand user fee studies, cost allocation plans, and related studies for cities and counties in the past 30 years as consultants with MGT or as consultants with other firms.

Our proposed Project Director, Ms. Meredith Miller, and our proposed Project Consultant, Ms. Michelle Garrett, successfully provide cost allocation services to nearly sixty other Colorado cities and counties as well as for cities and counties across the U.S.

## EXPERIENCE IN COLORADO

The following table is a list of Colorado clients currently, or recently, receiving cost allocation, indirect cost rate calculation or use fee study services from MGT Financial Services consultants.

Adams County	Cheyenne County	Delta County
Arapahoe County	City of Boulder	Dolores County
Archuleta County	City of Centennial	Douglas County
Baca County	City and County of Denver	Eagle County
Bent County	City of Colorado Springs	Elbert County
Boulder County	City of Durango	Fremont County
City and County of Broomfield	City of Rifle	Garfield County
Cañon City	City of Loveland	Gilpin County
Chaffee County	City of Westminster	Grand County
	Crowley County	Gunnison County

## COST ALLOCATION PLAN SCOPE OF SERVICES

Huerfano County	Moffat County	Routt County
Jefferson County	Montezuma County	Saguache County
Kiowa County	Montrose County	Sedgwick County
Kit Carson County	Otero County	Summit County
LaPlata County	Ouray County	Teller County
Larimer County	Park County	Town of Castle Rock
Las Animas	Phillips County	Washington County
Lincoln County	Pitkin County	Yuma County
Logan County	Prowers County	
Mesa County	Rio Blanco County	

The current experience from annually serving nearly 60 Colorado cities and counties means the County will receive much more than capability from the proposed project consultants. The County will also receive the following beneficial information.

- ◆ Current events in other Colorado cities and counties.
- ◆ How other Colorado cities and counties are applying cost allocation.
- ◆ Current trends in budgeting in other Colorado cities and counties.
- ◆ Cost allocation best practices from other Colorado cities and counties.
- ◆ Fresh ideas gleaned from situations in other Colorado cities and counties.

## 2 CFR PART 200 COST ALLOCATION PLAN

States, and many state agencies, counties, and cities provide services that include administrative and support expenditures allowable for federal and/or state and/or interfund reimbursement. Under 2 CFR Part 200 guidelines, which are now codified in the Code of Federal Regulations (CFR) as 2 225 CFR, local governments may be reimbursed for these administrative and support expenditures if they are documented in a cost allocation plan and indirect cost rates that are compliant with the principles contained in the Circular. It can be generalized that a 2 CFR Part 200 compliant cost allocation plan is applicable to external purposes such as recovering indirect costs on federal and state grants and awards, and internal purposes such as charging administrative and support costs incurred to non-General Funds.

Colorado is one of the states that tasks counties with operating and administering Human Services programs. In general terms, the state funds 80% of the cost of these programs with the counties funding the remaining 20% of the cost.

The state recognizes that there are administrative, or support costs incurred by the counties in addition to the actual program costs. Examples of administrative or support costs include Accounting, Human Resources, and Procurement. The state reimburses counties approximately 29% of these administrative costs associated with operating Human Services programs.

Counties must file a 2 CFR Part 200 compliant cost allocation plan annually to receive this reimbursement. Annual cost allocation plans are submitted to the Colorado Department of Human Services (CDHS) on or before June 30 (or by negotiated extension). Subject to audit, the state reimburses the counties on a quarterly basis.

In addition to reimbursement from CDHS, Colorado counties may use a 2 CFR Part 200 cost allocation plan to document and support indirect cost reimbursement requests from agencies such as CDOT as well as for transfers for administrative and support services from non-General Funds to the General Fund.

## COST ALLOCATION PLAN PREPARATION

### METHODOLOGY

We utilize a cost allocation plan methodology that incorporates years of experience applying 2 CFR Part 200 principles into a systematic, yet flexible, multi-step approach to raise the accuracy and acceptance of cost allocation plan results. This methodology has been reviewed and accepted by state agencies, federal cognizant agencies, internal auditors, and external auditors in multiple states, including Colorado.

### SPECIFIC PHASES AND TASKS

The following four-phase work plan has been refined over many years to provide a methodology that produces compliant cost allocation plans with minimal disruption to our client's workload.

#### *Phase 1 – Meetings with County Personnel and Data Collection*

- ◆ Meet with key County personnel including Finance and Health and Human Services. This meeting will refine project objectives, establish the final project schedule, and identify potential pitfalls. We will review our project approach with meeting participants and make sure that all involved personnel fully understand how the cost allocation plan will be developed and adopted, as well as conform to the County's desired outcomes. We will also request from the County source financial and operational data at this time.
- ◆ We will then determine appropriate net allowable costs, including labor, for each central service (centralized administrative or support) department or division (such as accounting, human resources, and information technology) while also identifying the primary services (or functions) provided and the recipients of those services. We will also determine jointly with department personnel, optimal allocation bases or metrics to distribute the identified service costs.

#### *Phase 2 – Process Draft Cost Allocation Plan*

- ◆ Based on each central service department's identified services, corresponding net costs, service recipients, and allocation base or metric, we will process a draft cost allocation plan. This draft plan will be reviewed and refined based on several quality assurance activities. Our proprietary cost allocation software will be used to process the cost allocation plan.

*Phase 3 – Review Draft Results with County Personnel*

- ◆ After the draft cost allocation plan is prepared and reviewed internally, our consultants will review the results with County personnel from Finance and key central service and receiving departments such as Human Services, Health, Road and Bridge and other grant funds, and special revenue or enterprise funds. Inconsistencies will be reconciled, new data obtained as required, and the draft cost allocation plan and indirect cost rates (if applicable) will be revised as necessary.

*Phase 4 – Finalize Results and Provide On-going Assistance*

- ◆ After Finance and other key department personnel have approved the final cost allocation plan, we will prepare supplemental schedules, management reports, compliance verbiage, and certifications as necessary or requested.
- ◆ Deliver two printed and electronic cost allocation plans to the County, as well as electronic copies of all supporting documentation, including comparison and trend reports, as requested. We will also assist County staff integrate the cost allocation plan and indirect cost rates (if applicable) into the County's financial and operational systems.
- ◆ Assist in submitting the final cost allocation plan to the Colorado Department of Human Services.
- ◆ Provide negotiation, audit defense, and technical assistance on an on-going basis to County personnel. We will be available and responsive to County personnel throughout the year to answer questions or provide information.
- ◆ Should the cognizant agency not approve the plan or rates, we will modify the analysis until accepted.

**ESTIMATED SCHEDULE**

The estimated schedule for completing the cost allocation plan is approximately 90 days. Annually, the project would begin around the first part of March and conclude with submittal to the County and to CDHS on or before June 30. This time frame assumes necessary data is provided in a timely manner in a usable format. This timeframe is flexible and can be modified to meet external and internal deadlines.

**COUNTY SUPPLIED ASSISTANCE**

We are flexible in the level of involvement of County personnel. County personnel can work very closely with the project team and be actively involved in every step of the process or can be moderately involved in the project and defer the day-to-day project details and data collection to the consultants. Either approach, or an in-between hybrid approach, will lead to the same successful project results.

Ideally the County will designate a project manager to serve as a liaison between the County and the project team. The County's project manager will provide institutional knowledge to the project team, provide centralized data such as expenditure and salary reports, and schedule initial meetings with the various departments. The time requirement for this individual is minimal.

In addition to the County’s project manager, the project will request a department liaison from each allocating, or support, department. Ideally, these department liaisons will be familiar with the operations and personnel within the department they represent. The time requirement for these individuals is minimal.

We estimate that County personnel should spend no more than **2 to 4 hours** on the project, with the exception of the County’s project manager. This person’s time is totally dependent on the amount of involvement in the project he/she wishes to devote to it. That individual might want to participate in all aspects of the project. Most project managers participate in selected interviews and all review sessions, in which case their involvement could be **10 to 20 hours** over the course of the project.

Department personnel primary involvement in the project will provide our team with information based on three broad questions.

1. What services does your department provide?
2. How are these services provided?
3. Which departments receive these services?

Department personnel are also asked to review and validate inputs and/or draft results.

## PROJECT DELIVERABLES

The County will receive from MGT consultants the following services:

Project Deliverables
1. A Final 2 CFR Part 200 cost allocation plan based on actual costs. This cost plan will allow the County to recover indirect costs from federal and state programs such as Human Services programs administered through CDHS.
2. A Final 2 CFR Part 200 cost allocation plan Human Services Reimbursement Schedule. This schedule will be submitted to CDHS along with the 2 CFR Part 200 cost allocation plan for reimbursement of costs.
3. A Final 2 CFR Part 200 Indirect Cost Rate based on actual costs. This indirect cost rate will allow the County to recover indirect costs from federal and state programs and grants if allowed.
4. Final 2 CFR Part 200 cost allocation plan Management and Trend Report. These reports can be utilized to help analyze the cost allocation plan data in a more manageable format (after two years of data comparisons can be shown).
5. Negotiation of the 2 CFR Part 200 cost allocation plan with federal and/or state officials if those officials request such negotiation.
6. Continuous training, guidance and assistance on applying the cost allocation plan. Examples of applications include analyzing unit costs, reviewing operational data for trends and efficiencies and as a component of user fees.

7. Analysis of areas where the potential exists for the County to recover additional direct or indirect costs.

## COLORADO-BASED CONSULTANTS

### **MS. MEREDITH MILLER, PROJECT DIRECTOR**

Ms. Meredith Miller will serve as the project director for this engagement. In this role Ms. Miller will attend on-site interviews, training and coordination over the life of this engagement. She will assist with department interviews, scheduling, data collection, follow up phone calls and e-mails. Ms. Miller will also closely monitor the project timeline against milestones and deadlines.

Ms. Miller is a Director with MGT, and brings exceptional organizational and interpersonal skills to this study. She has more than 14 years of experience providing public-sector consulting services and manages our cost plan practice. She has a background in local government consulting focusing on cost allocation development, user fee rate calculations, and indirect cost rate proposals. She has worked in most of the states in the western United States with clients ranging from small cities, counties and special districts to major metropolitan cities such as Houston and Dallas

### **MS. MICHELLE GARRETT, PROJECT MANAGER**

Ms. Garrett will serve the County as Project Manager. In this role, she will have participation in day-to-day activities such as meeting with department personnel, collecting data, processing data, reviewing draft calculations with the Project Director and preparing final documents.

Ms. Garrett has over fifteen years of professional consulting experience working with local governmental agencies. She has worked with dozens of jurisdictions including many cities and counties in Colorado. Ms. Garrett has led and managed numerous consulting projects involving project initiation and planning, managing the claiming project, collecting and analyzing data as a result of interview and training sessions, performing quality assurance on deliverables, and project close out.

### **MS. ELLIE HENNES, CONSULTANT**

Ms. Hennes will serve the County as Consultant. In this role, she will have participation in day-to-day activities such as meeting with department personnel, collecting data, processing data, reviewing draft calculations with the Project Manager and preparing final documents.

Ms. Hennes is a Consultant with MGT and has 5 years of experience in public sector financial consulting. Her range of experience includes Full Cost and 2 CFR Part 200 cost allocation plans, indirect cost rate proposals, and jail rate studies.

Detailed consultant resumes will be provided upon request.

## PROJECT FEE

MGT will provide the proposed deliverables for the following fixed, all-inclusive guaranteed maximum fee. This fee contains all direct and indirect costs including meetings, document production, etc.

Project Description	Total Fees
FY22 2 CFR Part 200 Compliant & Full Cost Allocation Plans and Indirect Cost Rate Completed in 2023	<b>\$5,300</b>

MGT will render an invoice for 80% of the fixed fee upon delivery of the draft cost allocation plan. The remaining 20% will be invoiced upon submission of the final cost allocation plan to the Colorado Department of Human Services. Progressive payments based on achieved milestones can be requested.

## REFERENCES

Although three references are included in our proposal, any client could serve as a reference. Contact data for all Colorado clients can be provided upon request.

**These three references are for current MGT cost allocation clients receiving services from the MGT consultants proposed for the County.**

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