

RESOLUTION NO. 92-153

A RESOLUTION OF THE CITY OF EL PASO DE ROBLES
APPROVING AND AUTHORIZING THE EXECUTION OF A
CONTRACT TO PROVIDE STATE MANDATED COST
CLAIMING SERVICES

WHEREAS, the filing of State mandated cost claims is of financial benefit to the City of Paso Robles; and

WHEREAS, David M. Griffith and Associates has adequately provided this service in the past; and

WHEREAS, David M. Griffith and Associates has the advantage of this prior experience to prepare and file State mandated cost claims on the City's behalf; and

WHEREAS, the fee for providing this service to the City of Paso Robles is recoverable as a State mandated cost.


THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the contract attached herewith as Exhibit "A" is hereby approved and the Director of Administrative Services is authorized to execute said contract.

APPROVED AND ADOPTED by the City Council of the City of El Paso de Robles this 15th day of September, 1992 by the following vote:

AYES: Heggarty, Macklin, Martin, Picanco, and Iversen
NOES: None
ABSENT: None
ABSTAIN: None

Attest


Richard J. Ramirez, City Clerk


Christian Iversen, Mayor

Agreement to Provide

Mandated Cost Claiming Services

The City of Paso Robles (hereinafter City) and David M. Griffith & Associates, Ltd. (hereinafter Consultant) jointly agree as follows:

1. Scope of Services

The Consultant shall file claims for reimbursable state mandated costs as provided herein.

A. Annual State Mandated Cost Claims

The Consultant shall prepare, submit and file on the City's behalf the following state mandated cost claims for fiscal year 1991-92 actual costs and, where applicable, 1992-93 estimated costs.

- (1) Open Meetings Act requirement as specified in Chapter 641, Statutes of 1986.
- (2) Police Department Domestic Violence Calls as specified in Chapter 1609, Statutes of 1984.
- (3) Police Department CPR Pocket Masks as specified in Chapter 1334, Statutes of 1987.
- (4) Business License Tax Reporting Requirements as specified in Chapter 1490, Statutes of 1984.
- (5) Structural and Wildland Firefighters Safety Clothing and Equipment specified in Title 8, California Administrative Code.
- (6) Firefighters Personal Alarm Devices as specified in Title 8, California Administrative Code.
- (7) Regional Housing Need Determinations as specified in Chapter 1143, Statutes of 1980.
- (8) Absentee Ballots as specified in Chapter 77, Statutes of 1978.
- (9) Mandate Reimbursement Process as authorized by Chapter 486, Statutes of 1975 and Chapter 1489, Statutes of 1984.
- (10) Other Claims. The Consultant may also file additional claims if any such claims remain and it is economically justified to file same.

The claims to be filed under Scope of Services A. are claims that are included in the State Controller's claiming instructions that provide for claims to be submitted by November 30, 1992.

B. Scope of Services--Assembly Bill 2360 Claims

The Consultant shall prepare, submit and file on the City's behalf all applicable new or first time state mandated cost claims pursuant to the Controller's claiming instructions which are scheduled for release in the fall of 1992 and include provisions for the reimbursement of mandates authorized in Assembly Bill 2360, of the 1992 California Legislative Session.

2. Consultant Claim Filing Requirements

The Consultant shall file these claims to the extent that appropriate documentation is available and verifiable. The City explicitly acknowledges that the Consultant does not warrant under Scope of Services A. and B. that claims will be filed for all of the applicable mandates listed.

3. Limitation On Services Scope

Notwithstanding any other provisions of this Agreement, the submission of claims pursuant to Scope of Services 1.A and 1.B may be waived in the following circumstances:

A. At City Option. At the discretion of the City, the City at the time of contract execution, may select either or both services described under Sections 1.A and 1.B above (Scope of Services). Selection of one service and not the other is indicated by striking through the entire applicable paragraph above (Scope of Services 1A. or Scope of Services 1B.). In so striking out such paragraph all references to that service contained in this Agreement are deleted without further action required of the City. All provisions of the agreement relating to the remaining service continue in effect.

4. Compensation and Method of Payment

Compensation and method of payment shall be as follows for services selected pursuant to Scope of Services 1.A.

A. Scope of Services 1.A - Fixed Fee

For all of the above services provided pursuant to Scope of Services 1.A, City agrees to pay Consultant upon submission of claims to the State Controller due November 30, 1992, a fixed fee of two thousand five hundred dollars (\$2,500). The fixed fee shall be due upon receipt of Consultant's invoice following submission of such claims.

B. Scope of Services 1.B - Other Fee Arrangements

Unless the amount of state payments to the City for the claims filed under Scope of Services 1.B is less than \$2,000, the City shall pay the Consultant a fee equal to thirty percent (30% of all claims filed and paid to a maximum of three thousand five hundred dollars (\$3,500). In the event the amount claimed is less than \$2,000, the City shall pay the Consultant a fixed fee of five hundred dollars (\$500).

C. Scope of Services 1.B - Fee Payment

Payment for contingent claiming shall be made from monies actually received from the State resulting from the Consultant's effort. Monies received shall be defined as actual payments resulting from the Consultant's actual cost claims as allowed for in the State Controller's claiming instructions. For Scope of Services 1.B., the fee which in no case shall exceed the maximum amount of three thousand five hundred dollars, is due within four weeks of City receipt of reimbursement from the State. If the amount of Consultant filed claims is less than the two thousand dollars (\$2,000) the City should pay the Consultant a fixed fee of five hundred dollars (\$500). This fixed fee shall be due upon submission of the claims to the State Controller. The Consultants fixed fee may be included in the City's next State mandate cost reimbursement claim for potential payment by the State.

5. Services and Materials to be Furnished by the City

The Consultant shall provide guidance to the City in determining the data required for claims submission. The Consultant shall assume all data so provided to be correct. The City further agrees to provide all specifically requested data, documentation and information to the Consultant in a timely manner. Consultant shall make its best effort to file claims in a timely manner pursuant to Scope of Services 1.A, and 1.B. Consultant shall not be liable for claims that can not be filed as a result of inadequate data or data provided in an untimely manner. For purposes of this Agreement, data that is requested prior to November 1, 1992 must be received by the Consultant by November 15, 1992 to be deemed to have been received in a timely manner.

6. Not Obligated to Third Parties

The City shall not be obligated or liable hereunder to any party other than the Consultant.

7. Consultant Liability if Audited

The Consultant will assume all financial and statistical information provided to the Consultant by City employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the City under the claims for whatever reason is the sole responsibility of the City. Except that, should the City be required to return money that the Consultant was paid in contingent fee the Consultant shall return this

amount to the City.

8. Indirect Costs

The cost claims to be submitted by the Consultant may consist of both direct and indirect costs. The Consultant may either utilize the ten percent (10%) indirect cost rate allowed by the State Controller or calculate a higher rate if City records support such a calculation. The Consultant by this Agreement is not required to prepare a central service cost allocation plan or a departmental indirect cost rate proposal for the City.

9. Consultant Assistance if Audited

The Consultant shall make workpapers and other records available to the state auditors. The Consultant shall provide assistance to the City in defending claims submitted if an audit results in a disallowance of a least twenty percent (20%) or seven hundred fifty dollars (\$750), whichever is greater. Reductions of less than twenty percent (20%) or seven hundred fifty dollars (\$750) shall not be contested by the Consultant.

10. City Contact Person

The City designates the following individual as contact person for this contract:

Name: _____

Title: _____

Address: _____

Telephone _____ FAX: _____

11. Contract Validity Date

To be valid this contract must be signed by the City by October 18, 1992. If signed after that date the Consultant cannot guarantee acceptance of the Agreement unless otherwise agreed upon.

Offer is made by Consultant:

Date: August 19, 1992

David M. Griffith & Associates, Ltd.

By: 

Allan P. Burdick
Vice President

Offer is Accepted by City

By: _____

Date: _____