

RESOLUTION NO. 97-98

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.

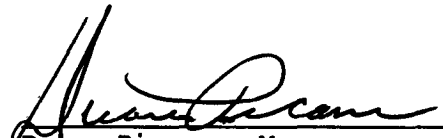
APPROVED AND ADOPTED by the City Council of the City of El Paso de Robles this 1st day of July, 1997.

AYES: Baron, Iversen, Macklin, Swanson, and Picanco

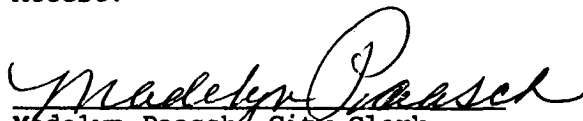
NOES: None

ABSENT: None

ABSTAIN: None


Duane Picanco, Mayor

Attest:


Madelyn Paasch, City Clerk

RIMC CODE
DATE: July 1, 1997
FILE PLAN/GEN CAT: Purchasing
SUBJECT: SB 90 Claiming Services
LOCATION: Administrative Services
RETENTION: 5 years

**Agreement to Provide
Mandated Cost Claiming Services**

THIS AGREEMENT, entered into this 1st day of July, 1997 and effective immediately by and between David M. Griffith & Associates, Ltd. (hereinafter "Consultant") and the City of Paso Robles (hereinafter "City"),

WHEREAS, Article XIIIB of the California State Constitution provides that cities may recover costs associated with carrying out programs mandated by the State of California,

WHEREAS, the City desires to obtain maximum reimbursement for costs incurred in carrying out State mandated programs, and has determined that engaging the Consultant to assist in the mandated cost claim preparation process is the most economical and cost effective means for preparing the City's state mandated cost claims; and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in determining the costs of governmental programs and in the submission of cost claims to the State of California, and

WHEREAS, the City desires to engage the Consultant to assist in developing, submitting, and negotiating cost claims pertaining to state mandated programs.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Scope of Services

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

A. Annual State Mandated Cost Reimbursement Claims

The Consultant shall prepare and file applicable actual annual state mandated cost reimbursement claims for the 1996-97 fiscal year and estimated claim(s) for the 1997-98 fiscal year. The fiscal year 1996-97 actual claims to be filed are claims that are included in the State Controller's Claiming Instructions that provide for timely filed claims to be submitted by November 30, 1997.

B. All Other Claims for Which Claiming Instructions Are Issued in FY 1997-98

With the exception of the claims in Scope of Services 1.A. above, the Consultant shall prepare, submit and file on the City's behalf, all other eligible actual and estimated state mandated cost reimbursement claims for which State Controller Claiming Instructions are issued in the 1997-98 fiscal year.

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 that claims will be filed for all of the applicable mandates listed.

3. Costs and Method of Compensation

A. Scope of Services 1.A. - Annual State Mandated Cost Reimbursement Claims

For the services provided pursuant to Scope of Services 1.A., the City agrees to pay the Consultant upon submission of the claims to the State Controller, a fixed fee of three thousand dollars (\$3,000). The fixed fee shall be due upon receipt of Consultant's invoice following submission of such claim(s).

B. Scope of Services 1.B. - All Other New Claims for Which Claiming Instructions are Issued in FY 1997-98

For the services provided pursuant to Scope of Services 1.B, the City agrees to pay the Consultant upon submission of the claims to the State Controller, a fixed fee of two thousand dollars (\$2,000). The fixed fee shall be due upon receipt of Consultant's invoice following submission of such claim(s).

4. 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. Consultant shall not be liable for claims that cannot be filed as a result of inadequate data or data provided in an untimely manner.

For purposes of this Agreement, data that is requested by the Consultant must be provided within three weeks of the request, or three weeks prior to the filing deadline, whichever would come first, to be deemed to have been received in a timely manner. It is the responsibility of the City to provide the Consultant with payment information upon receipt of disbursements from the State for any and all claims filed pursuant to this agreement.

5. **Not Obligated to Third Parties**

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

6. **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.

7. **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 departmental indirect cost rate proposals for the City.

8. **Consultant Assistance if Audited**

If audited, the Consultant shall make workpapers and other records available to the State auditors. If requested by the City, the Consultant shall provide assistance to the City in defending claims submitted if an audit results in a disallowance of at 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.

9. **Insurance**

Consultant shall acquire and maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.

10. **Changes**

The City may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendment to this agreement.

11. **Termination of Agreement**

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying

the effective date thereof, at least five (5) days before the effective date of such termination.

12. City Contact Person

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

Name: _____ Telephone: _____

Title: _____ Fax: _____

Address: _____

13. Executed Contract

To be valid this contract must be signed by the City by July 30, 1997. If signed after that date the Consultant cannot guarantee acceptance of the Agreement unless otherwise agreed upon.

If the City requests that DMG prepare the claim(s), and DMG prepares and submits the claim(s) without the City having executed and forwarded a copy of this contract to the Consultant prior to the due date of the reimbursement claim, a signature by a City employee on the claim(s) coversheet(s) indicates the City's acceptance of this contract and its terms.

OFFER IS MADE BY CONSULTANT

By: _____

Allan P. Burdick, Vice President
David M. Griffith & Associates, Ltd.

OFFER IS ACCEPTED BY CITY

By: _____

City Official

Date: June 12, 1997

Date: _____