

AGREEMENT BETWEEN THE CITY OF REEDLEY AND DAVID WELLHOUSE & ASSOCIATES, INC. FOR PREPARATION AND FILING OF CLAIMS FOR STATE MANDATED COST REIMBURSEMENT

This agreement by and between the **CITY OF REEDLEY**, a municipality of the State of California, hereinafter referred to as "**CITY**", and **DAVID WELLHOUSE & ASSOCIATES, INC.**, a California corporation, hereinafter referred to as "**CONSULTANT**".

Whereas, CITY desires to engage the services of a consultant to prepare and file claims for State Mandated Cost Reimbursement, and CONSULTANT has been selected to perform said services, now, therefore, it is agreed by CITY and CONSULTANT as follows:

1. **Claims To Be Filed.** CONSULTANT shall prepare and file with the State Controller's Office on behalf of CITY, the following state mandated cost (SB 90) claims during the 2013-2014 fiscal year.

A. February 2015 Annual Claims for fiscal year 2013-2014 actual claims to be prepared and filed on or before February 17, 2015 as required by the State Controller's Claiming Instructions.

Domestic Violence Arrests & Victim Assistance -Chapter 698 & 702, Statutes of 1998

Rape Victims Counseling Center Notices - Chapter 999, Statutes of 1991

Domestic Violence Arrest Policies and Standards - Chapter 246, Statutes of 1995.

Threats Against Police Officers - Chapter 1249, Statutes of 1992

Health Benefits for Survivors of Peace Officers and Firefighters - Chapter 1120/96

Peace Officer Procedural Bill of Rights - Chapter 465, Statutes of 1976

Interagency Child Abuse and Neglect Investigation Reports - Chapter 916, Statutes of 2000

Administrative License Suspension - Chapter 1460, Statutes of 1989

Peace Officer Personnel Records - Chapter 741, Statutes of 1994

Peace Officer Procedural Bill of Rights II - Chapter 170, Statutes of 2002

California Public Records Act - Chapter 982, Statutes of 2000 & 2001

Local Government Employee Relations - Chapter 901, Statutes of 2000

Crime Victim's Domestic Violence Incident Reports - Chapter 1022, Statutes of 1999

Accounting for Local Revenue Realignments - Chapters 162, Statutes of 2003

Pesticide Use Reports - Chapter 1200, Statutes of 1989

State Authorized Risk Assessment Tool for Sex Offenders - Chapter 336, Statutes of 2006

Tuberculosis Control - Chapter 1763, Statutes of 2002

CITY acknowledges that CONSULTANT does not warrant that claims will be filed for all of the mandates listed in Section 1. CONSULTANT shall only prepare and file claims for those mandates listed in Section 1 in which the CITY has reimbursable costs.

The claims and services described in this Section 1 shall hereinafter be referred to as "PROJECT".

CONSULTANT hereby designates Renee Wellhouse, or other delegated representative, to be sole contact and agent in all consultations with CITY during the performance of services as stated in PROJECT.

2. Time For Performance. CONSULTANT shall file all claims in accordance with the State Controller's claim filing deadline contained in the applicable State Controller Claiming Instructions.

3. Compensation.

A. CITY agrees to pay CONSULTANT a fixed fee in the amount of \$4,500.00 for services provided under Section 1A. of PROJECT, upon receipt of CONSULTANT'S invoice, after submission of claims as required by the State Controller's Claiming Instructions.

4. Method Of Payment. CITY agrees to pay said fixed fees for services provided under Section 1A and 1B of PROJECT upon receipt of CONSULTANT'S invoice, after submission of claims as required by the State Controller's Claiming Instructions. City further agrees to pay CONSULTANT'S invoice within 15 days of receipt.

5. City Assistance. CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this agreement. CITY shall provide CONSULTANT with requested information in a timely manner, pursuant to PROJECT. CITY represents and warrants that all financial documents and other information provided are accurate and correct. CONSULTANT shall not be liable for claims that are not filed or incorrectly filed due to inaccurate or untimely data.

6. Disposition Of Documents. CONSULTANT shall furnish to CITY copies of all claims filed with the State within 30 days after filing. CONSULTANT shall, upon written request, make copies of work papers available to CITY. CITY acknowledges that all such workpapers are the property of CONSULTANT, and may not be disclosed to any third party, provided however that such workpapers may be disclosed to appropriate governmental authorities for audit purposes. CONSULTANT shall be entitled to retain copies of all data prepared.

7. **Not Obligated To Third Parties.** CITY shall not be obligated or liable hereunder to any party other than CONSULTANT.

8. **Insurance.** CONSULTANT shall carry, maintain and keep in full force and effect, a policy of comprehensive general liability and automotive liability insurance in an amount not less than \$1,000,000 aggregate applying to bodily injury, personal injury, and property damage.

9. **Independent Contractor.** CONSULTANT is, and shall be, acting at all times in the performance of this agreement as an independent contractor. CONSULTANT shall secure at its expense, and be responsible for, any and all payments of taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees.

10. **Consultant Assistance If Audited.** Upon notice of audit, CONSULTANT shall make available to CITY and state auditors claim file information, and provide assistance to CITY in defending claims submitted.

11. **Consultant Liability If Audited.** All work required hereunder shall be performed in a good and workmanlike manner. Any disallowance of claims by the State Controller's Office or other state agencies is the responsibility of CITY.

12. **Indirect Costs.** CONSULTANT shall make every effort to prepare departmental Indirect Cost Rate Proposals for claims submitted, provided CITY financial information and departmental costs support such rates. CONSULTANT may utilize the ten percent (10%) indirect cost rate allowed by the State Controller if financial information and departmental costs do not support a higher rate.

13. **Termination Of Agreement.** CITY may terminate CONSULTANT'S services hereunder with cause, whether or not services under PROJECT are fully complete. CITY shall do so by giving written notice to CONSULTANT, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

14. **Return of Signed Agreement.** CONSULTANT shall be under no obligation to prepare and file claims unless the executed Agreement is received by mail or e-mail of the City's intention to continue our services and received by CONSULTANT by **January 21, 2015**. CONSULTANT may extend this deadline on a case by case basis.

15. Entirety. The foregoing set forth the entire Agreement between the parties.

CONSULTANT:
DAVID WELLHOUSE & ASSOCIATES, INC.,
a California corporation

By: Renee M. Wellhouse

Date: November 26, 2014

Renee M. Wellhouse
President

CITY:
CITY OF REEDLEY,
a municipality of the State of California

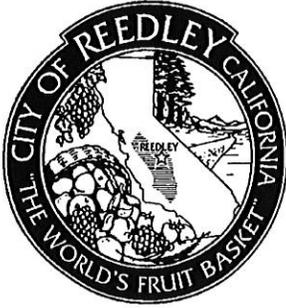
By: NR

Date: _____

Name: Nicole Bels

Title: City Manager

Phone: 1/14/15



REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- ClosedSession
- Public Hearing

Item # 5

DATE: January 12, 2015

TITLE: APPROVAL OF THE ANNUAL CONSULTING AGREEMENT WITH DAVID WELLHOUSE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$4,500 FOR PREPARATION AND FILING OF CLAIMS FOR STATE MANDATED COST (SB 90) REIMBURSEMENT

SUBMITTED: Paul A. Melikian, Director of Finance & Administrative Services *PM*

APPROVED: Nicole R. Zieba, City Manager *NZ*

RECOMMENDATION

Request Council approval of the attached consulting agreement with David Wellhouse & Associates, Inc. in an amount not to exceed \$4,500 for preparation and filing of claims for State mandated cost reimbursements for fiscal year 2013-14.

EXECUTIVE SUMMARY

State law (SB90) provides for reimbursement of costs incurred by local agencies for various State-mandated services, such as Domestic Violence Arrests & Victim Assistance and Rape Victims Counseling Center Notices. The remainder of State mandated services that claims will be filed for are detailed in the attached consulting agreement; however the majority of claims historically submitted by the City have been for mandates under the purview of the Police Department.

The City has historically paid \$4,500 to David Wellhouse & Associates for the preparation and filing of SB 90 reimbursement claims on the City's behalf. The latest State budget appropriated \$36,817,000 for payment of mandates filed from fiscal years 2004-05 through 2012-13. In addition, the budget also appropriated an extra \$100 million for mandates filed prior to 2004-05. Receipt of prior year SB90 reimbursements is difficult to project; however fiscal year to date, the City has received \$66,014 for prior year reimbursements, which is more than usual due to the extra State budget appropriation.

FISCAL IMPACT

The City has historically paid \$4,500 for the consultant to prepare and file the claims. This amount is paid annually from an offset of prior year SB 90 claims received this fiscal year. Typically, reimbursement revenue from prior year claims is more than sufficient to cover the cost of filing current year claims, resulting in net new revenue to the General Fund. No new appropriations are needed for this Agreement.

PRIOR COUNCIL ACTIONS

On November 26, 2013, the City Council approved a consulting services agreement with David Wellhouse & Associates, Inc. for preparation and filing claims for the 2012-13 year.

ATTACHMENT

Proposal / Consulting Agreement

November 28, 2014

Mr. Paul Melikian
Director of Finance & Administrative Services
City of Reedley
845 'G' Street
Reedley, California 93654

***Re: Proposal For February 2015 Annual State Mandated Cost Claiming Services
(SB90)***

Dear Mr. Melikian:

It is time again to prepare for the filing of the City of Reedley's February 2015 annual state mandated cost claims. All of the mandates filed last year are still reimbursable this year with the exception of the Identity Theft claim. The latest state budget appropriated \$36,817,000 for payment of mandates filed from 2004/2005 through 2012/2013. The budget also appropriated \$100,000,000 for mandates files prior to 2004/2005. The State Controller's Office has started paying some of the back year mandates and you may have received some reimbursement for these back year claims.

This year's budget for claims filed in 2014/2015 suspended the California Public Records Act (CPRA) mandate. Pursuant to Proposition 42 which amended Section 3 of Article I and Section 6 of Article XIII B of the California Constitution, this program has been suspended due to voter approval of this proposition. Therefore, the mandate became suspended on June 3, 2014. The City can still file for the CPRA mandate for the time period of July 1, 2013 - June 3, 2014. Proposition 42 also permanently suspended the Open Meetings act mandate and eliminated any future claims for this mandate. The current budget continues to include the suspension of the Absentee Ballots, Mandate Reimbursement, and Local Recreational Areas: Background Screenings as well as the following mandates in the Police and Fire Departments.

Police Department

Animal Adoption - Chapter 752, Statutes of 1998

Identity Theft - Chapter 956, Statutes of 2000

DNA Database - Chapter 467, Statutes of 2001

False Reports of Police Misconduct - Chapter 590, Statutes of 1995

AIDS/Search Warrant, - Chapter 1088, Statutes of 1988

Photographic Record of Evidence - Chapter 875, Statutes of 1985

Stolen Vehicle Notification - Chapter 337, Statutes of 1990

Sex Offenders: Disclosure by Law Enforcement Officers (Megan's Law) Chapter 485, Statutes of 1998

Law Enforcement Sexual Harassment Training - Chapter 126, Statutes of 1993

Elder Abuse Law Enforcement Training - Chapter 444, Statutes of 1997

Sex Crime Confidentiality - Chapter 36, Statutes of 1994

Fire Department

Fire Safety Inspections of Care Facilities - Chapter 993, Statutes of 1989

SIDS Training for Firefighters - Chapter 1111, Statutes of 1989

Commission Set Aside Programs

The Commission set aside Parameters and Guidelines for the following programs:

Investment Reports - Chapter 783, Statutes of 1995

Misdemeanors: Booking & Fingerprinting - Chapter 1105, Statutes of 1992

Regional Housing Needs

Two-way Traffic Signal Communication

Due to the suspension of the above mandates in the State Budget Act, they are not funded for the 2013/2014 fiscal year. Therefore, the City is no longer required to follow the requirements of the mandates listed above. This is due to Government Code Section 17581 which states that the Legislature may put a 0 (zero) appropriation in the State Budget for a recognized state mandated program. When

this is done, it makes that statute suspended and optional to the City for that fiscal year. The programs above, which were set aside by the Commission, are also no longer reimbursable.

Costs of Services

David Wellhouse & Associates, Inc. will prepare and file the City of Reedley's February 2015 claims. These claims are for fiscal years **2013/2014 actual** claims for a fixed fee of \$ 4,500.00. Our fee for the preparation and filing of the City's February 2015 claims includes all time and expenses necessary to prepare and file the City's claims. This fixed fee is due upon the submission of claims to the State Controller's Office on or before February 17, 2015.

As in years past, I look forward to working with you and City staff this year. I hope to make this year as easy as possible for you and City staff. With the possibility of new City staff, there always will be questions. Should anyone have questions, please have them contact me by telephone or e-mail, even if they feel it is a small issue, I can help explain the details of the process and make their data collection much easier.

Enclosed, please find two copies of the proposed Agreement for the preparation of the City's claims. **Please sign both copies and return one copy of the Agreement by January 21, 2015. Please keep the second copy for your files.**

Should you have any questions, please contact me at (916) 797-4883. Thank you for your past support and consideration of this proposal.

Sincerely,



Renee M. Wellhouse

President

Enclosures:

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15. **Entirety.** The foregoing set forth the entire Agreement between the parties.

**CONSULTANT:
DAVID WELLHOUSE & ASSOCIATES, INC.,
a California corporation**

By: 

Date: November 26, 2014

**Renee M. Wellhouse
President**

**CITY:
CITY OF REEDLEY,
a municipality of the State of California**

By: _____

Date: _____

Name: _____

Title: _____

Phone: _____