

RESOLUTION NO. 00-141

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL  
APPROVING A CONTRACT WITH MANDATED COST  
SYSTEMS FOR PREPARING THE ANNUAL SB 90  
(MANDATED COST) CLAIMS**

**WHEREAS**, The City Council of the City of Ridgecrest desires to enhance its revenue without impacting the businesses and the residents of the City of Ridgecrest; and

**WHEREAS**, There is a potential to recover the cost of Mandated Costs imposed upon the City of Ridgecrest; and

**WHEREAS**, Mandated Cost Systems has the professional and technical resources to provide such services to file such claims and recover such costs.

**NOW, THEREFORE, BET IT RESOLVED** by the City Council of the City of Ridgecrest approves the Contract with Mandated Cost Systems for the preparation and filing of SB 90 claims with the State of California.

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of December, 2000, by the following vote:

AYES: Mayor Darnell, Council Members Carter, Holloway, Morgan, and Rollins

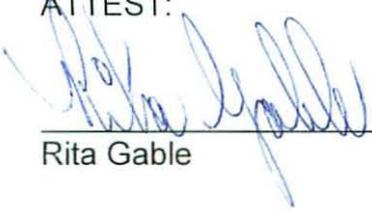
NOES: None

ABSENT: None

ABSTAIN: None

  
Donna Darnell, Mayor

ATTEST:

  
Rita Gable



FISCAL YEAR 2000/2001 FIXED-FEE CONTRACT

Between  
MANDATED COST SYSTEMS, INC.  
and the  
CITY OF RIDGECREST

THIS AGREEMENT is made by the City of Ridgecrest and Mandated Cost Systems, Inc., a California corporation, (Contractor).

**WITNESSETH**

WHEREAS, the City of Ridgecrest is authorized to retain consulting services for the preparation and filing of reimbursement claims for the costs of certain programs mandated by the State of California (State), and the Contractor is qualified to perform such services; and

WHEREAS, it is necessary and desirable that Contractor be retained by the City of Ridgecrest for the purpose of performing the above consulting services;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by Contractor. During the contract period, in consideration of the payment hereinafter set forth, Contractor agrees to provide the City of Ridgecrest services reasonably necessary to:
  - a) Prepare and file:
    - 1) 1999/2000 annual reimbursement claims and 2000/2001 estimated claims;
    - 2) Late and/or Amended 1998/1999 annual reimbursement claims;
    - 3) 1994/1995 – 2000/2001 estimate, Police Officers Bill of Rights;
    - 4) 1997/1998 – 2000/2001 estimate, Open Meetings Act;
    - 5) Newly claimable programs for which State Controller's Office Claiming Instructions are released during the contract period;
  - b) Hold staff training sessions as reasonably required during the contract period;
  - c) Monitor 2000/2001 mandated cost tracking systems;
  - d) Research and collect data for all test claims that have been approved by the Commission on State Mandates during the contract period;
  - e) Serve as liaison with the State Controller's Office and the Commission on State Mandates; and

f) Provide representation in connection with a State audit of claims that were prepared and submitted with Contractor's assistance.

2. **Payment.** The City of Ridgecrest agrees to pay Contractor a total fee of \$5,000 payable in monthly installments due on the last day of each month during the contract period.

Contractor will determine when travel to the City of Ridgecrest is necessary, subject to the City of Ridgecrest's agreement as to mutually convenient dates and times. All travel and lodging expenses incurred by Contractor are included in the fee. Contractor will involve the City of Ridgecrest in accordance with the applicable payment plan. The City of Ridgecrest agrees to make payment to Contractor no later than 30 days after the City of Ridgecrest receives Contractor's invoice.

3. **Contract Period.** The contract period for this Agreement is December 1, 2000, through June 30, 2001. This Agreement will automatically expire as of June 30, 2001.

4. **Termination.** Either party may terminate this Agreement, effective upon 30 days' prior written notice. Upon any termination of this Agreement, Contractor will invoice the City of Ridgecrest and the City of Ridgecrest agrees to pay Contractor for the services actually performed by Contractor, on a time and material basis, plus travel and lodging costs, not to exceed the fee amount set forth in Section 2. The City of Ridgecrest agrees to make this payment to Contractor within 30 days after the City of Ridgecrest receives Contractor's invoice.

5. **Reimbursable Services.** Contractor and the City of Ridgecrest believe that the costs of Contractor's services under this Agreement are reimbursable under the Mandate Reimbursement Process Claim and are less than the actual costs that the City of Ridgecrest would necessarily incur if the services were to be performed by the City of Ridgecrest employees. The City of Ridgecrest and Contractor agree to work together, as necessary, to document and submit the required cost comparisons if requested by the State Controller's Office.

6. **Right to Refund.** Contractor agrees to refund the City of Ridgecrest the amount, if any, of the fees paid hereunder that the State does not reimburse to the City of Ridgecrest as a reimbursable cost. Contractor will make the refund to the City of Ridgecrest no later than 30 days after Contractor accepts the disallowance of the claim and decides not to pursue an appeal. However, if Contractor decides to pursue an appeal, Contractor will not make the refund to the City of Ridgecrest until 30 days after Contractor exhausts all avenues of appeal/reconsideration without success or decides to discontinue the appeal.

7. **Acknowledgement.** The City of Ridgecrest acknowledges that Contractor's accurate and timely performance under this Agreement is materially dependent upon the City of Ridgecrest's reasonable cooperation and assistance.

8. **Limitation of Contractor's Liability.** In no event shall Contractor's liability to the City of Ridgecrest, for any reason arising out of this Agreement, exceed the amount of fees actually received by Contractor from the City of Ridgecrest under this Agreement. Contractor shall not be liable for any consequential damages.

9. **Confidential Materials of Contractor.** Contractor may provide or disclose to the City of Ridgecrest materials that Contractor considers proprietary or confidential. At all times, during and after the term of this Agreement, the City of Ridgecrest agrees to keep Contractor's proprietary/confidential information in confidence and trust for Contractor;

and the City of Ridgecrest agrees never to disclose, duplicate or otherwise use these materials except in furtherance of this Agreement.

10. **Independent Contractor.** The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association, or any relationship whatsoever other than that of independent contractor.
11. **Modifications.** No modification or supplement to any provision of this Agreement shall be valid unless executed in writing by each party, through its duly appointed representative as designated in the party's signature block below.
12. **Enforcement Costs.** If any legal action or arbitration is brought to enforce the terms of this Agreement or a party's rights or obligations under this Agreement, then the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, arbitrators' fees and other costs incurred in the action or arbitration, in addition to any other relief to which the party may be entitled.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California.
14. **Binding Arbitration.** Any dispute or claim in law or equity arising out of this Agreement or any transaction resulting from this Agreement shall be decided by binding arbitration conducted in Sacramento, California, in accordance with the rules of the American Arbitration Association. No exemplary damages may be awarded. Judgment upon the award may be entered into any court having jurisdiction. Each party shall have the right to discovery under California Code of Civil Procedure section 1283.05. Arbitration shall not be mandatory, however, on actions to protect confidential/proprietary information.
15. **Further Assurances.** Each party shall, at the request of the other party, execute and deliver such additional instruments and take such additional action as may be necessary or appropriate to carry out the purposes and intents of this Agreement.
16. **Severability.** No provision of this Agreement shall be construed so as to require the commission of any act contrary to law. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions of the Agreement shall remain in effect.
17. **Notices.** All notices under this Agreement must be in writing. Notices shall be deemed effective upon actual receipt. However, a notice mailed by certified United States mail shall be deemed effective on the earlier of actual receipt or 3 days after mailing. Notices shall be directed to the parties at their respective addresses set forth below. A party may change the address by giving notice.
18. **Force Majeure.** Neither party shall be liable under this Agreement as a result of any delay, failure or interruption resulting from acts of God, acts of civil or military authorities, acts or orders of governmental authorities, catastrophes or any other occurrences or circumstances beyond the party's reasonable control.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no agreements, understandings, representations, or warranties, whether written or oral, between the parties other than those set forth in this Agreement.

20. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts. A facsimile signature will be treated as having the same effect as original signature.

IN WITNESS WHEREOF, the parties have affixed their hands on the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

Contractor: Mandated Cost Systems, Inc., a California corporation.

Address: 2275 Watt Avenue, Suite C,  
Sacramento, CA 95825

Bus: (916) 487-4435

Fax: (916) 487-9662

By 

Authorized Representative for Modifications:

Its Vice President

Steve Shields, Vice President

Client: James Winegardner, City of Ridgecrest

Address: 100 West California Avenue  
Ridgecrest, CA 93555

Bus: 760-371-3762

Fax: 760-371-1879

By 

Authorized Representative for Modifications:

Its Mayor

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