

RESOLUTION NO. 89-34

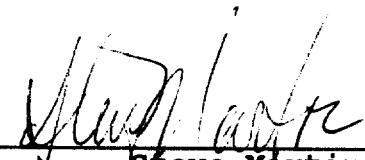
A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EL PASO DE ROBLES  
SELECTING ROBERT M. MOSS ACCOUNTANCY  
FOR AUDITING SERVICES AND AUTHORIZING  
A PROFESSIONAL SERVICES CONTRACT

BE IT RESOLVED that after due consideration, the City of El Paso de Robles selects Robert M. Moss Accountancy to serve in the capacity as City Auditor;


BE IT FURTHER RESOLVED that the City Manager be authorized to negotiate a Professional Services Contract consistent with the submitted proposal and that upon approval of legal form by the City Attorney that the Mayor and City Manager be authorized to execute said contract.

PASSED AND ADOPTED this 20th day of March, 1989 by the following vote:

AYES: Dolan, Russell, Reneau, Conway and Martin  
NOES: None  
ABSENT: None

  
\_\_\_\_\_  
Steve Martin, Mayor

ATTEST:

  
\_\_\_\_\_  
Jerry Bankston, City Clerk

Revised  
-1-

CONSULTANT'S SERVICES AGREEMENT

THIS AGREEMENT, made this 20th day of March, 1989, by and between the CITY OF Paso Robles, California (hereinafter referred to as "CITY"), and Robert M. Moss Accountancy Corporation (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, CITY desires to retain a qualified individual, firm or business entity to provide auditing services; and

WHEREAS, CITY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACT COORDINATION

a. CITY. The Director of Administrative Services shall be the representative of CITY for all purposes under this Agreement. The Director, or his designated representative, hereby is designated as the Contract Manager for the CITY. He shall supervise the progress and execution of this Agreement.

b. CONSULTANT. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Ron Levy is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the CITY's Contract Manager. CONSULTANT's Contract Team is further described in Exhibit "A" attached hereto and incorporated herein by this reference. The individuals identified and the positions held as described in Exhibit "A" shall not be changed except by prior approval of CITY.

additional copies as are requested, and CITY shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT's direct expense.

e. Qualifications of CONSULTANT. CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

3. DUTIES OF CITY

CITY agrees to cooperate with CONSULTANT and to perform that work described in Exhibit "A" attached hereto and incorporated by this reference.

4. COMPENSATION

The CONSULTANT will perform the work in phases as described in Exhibit "A". If separate phases are not indicated on said exhibit, then all work to be performed by CONSULTANT shall be considered to be included in a single phase.

CONSULTANT will bill CITY on a time and material basis upon completion of the project or as set forth in Exhibit "A." CITY will pay this bill(s) within 30 days of receipt. The CONSULTANT may not charge more than the amount shown in Exhibit "A" without prior approval of the CITY's Contract Manager.

5. TIME FOR COMPLETION OF THE WORK

Program scheduling shall be as described in Exhibit "A" unless revisions to the exhibit are approved by the CITY's Contract Manager and CONSULTANT's Contract Manager.

Time extensions may be allowed for delays caused by CITY, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the CONSULTANT.

6. TEMPORARY SUSPENSION

The CITY's Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONSULTANT to perform any provision of this

9. OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of the CITY, and shall be delivered to the CITY upon demand.

10. ASSIGNMENT: SUBCONTRACTORS: EMPLOYEES

This Agreement is for the performance of planning services of the CONSULTANT and is not assignable by the CONSULTANT without prior consent of the CITY in writing. The CONSULTANT may employ other specialists to perform services as required with prior approval by the CITY.

11. NOTICES

All notices hereinunder shall be given in writing and mailed, postage prepaid, by Certified Mail, addresses as follows:

CITY:

City of Paso Robles  
P.O. Box 307  
Paso Robles, CA. 93447

CONSULTANT:

Robert M. Moss Accountancy Corporation  
802 East Main Street  
Santa Maria, CA. 93454

12. INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY. It is expressly agreed that, in the performance of the services

copyrights or claims caused by the use of any apparatus, appliance, or materials produced or furnished by CONSULTANT under this Agreement; and

e. Any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit, when said violation of any law or regulation or of any term or condition of any permit is due to negligence on the part of the CONSULTANT.

f. CONSULTANT, at its own cost, expense, and risk, shall defend CITY from any and all claims, demands, suits, actions, or other legal proceedings, including those to enforce any penalty that may be brought against CITY, its officers, agents or employees, and pay and satisfy any judgment or decree that may be rendered against CITY, its officers, agents, or employees in any such suit, action or other legal proceeding, when same were due to negligence of the CONSULTANT.

14. WORKERS COMPENSATION

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

and attorney's fees expended in connection with such an action from the other party.

19. DISCRIMINATION

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If CONSULTANT is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, CITY shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If CONSULTANT is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, CONSULTANT shall be found in material breach of the Agreement. Thereupon, CITY shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Two Hundred Fifty Dollars (\$250) for each calendar day

EXHIBIT "A"

I. Consultant's Contract Team:

- A. Ron Levy
- B. Teresita White
- C. Richard Schuyler

II. Consultant's Services or Duties:

A. Scope of Audit and Procedures

The auditors shall perform auditing functions relative to the financial statements of all funds of City. All work shall be conducted in accordance with the Industry Audit Guide published by the American Institute of Certified Public Accountants.

B. Internal Control Recommendations

The auditors shall observe the adequacy of the system of internal control, and if weaknesses are noted, make appropriate recommendations. Auditor's comments shall be included in a separate letter to be issued as soon as possible after the conclusions of their examination.

C. Additional Services

The auditors shall provide, at no charge to the City, twenty (20) hours of additional services. The scope of this additional work shall be determined by the City. The auditors shall provide a second twenty (20) hours of additional service at one-half (1/2) the regular rates. Additional services needed beyond the first forty (40) hours shall be billed at the full regular rate.

D. Special Circumstances

The auditors shall notify the Director of Administrative Services in writing if they encounter unusual and/or special circumstances which make it necessary for them to do additional work that extends beyond the scope of a normal financial audit. Said notification must be received by the Director of Administrative Services prior to proceeding with such work.

C. Miscellaneous Staff Assistance

The City shall also prepare bank confirmation requests and any other similar type work that is mutually agreeable by both parties. The City shall also make available, appropriate accounting personnel to furnish assistance as work schedules permit.

D. City Provided Materials

The City shall prepare all accounting schedules as referenced above; post all closing entries and deliver said schedules and financial reports to the auditors on or before August 15. For every day the City extends beyond this date, the auditors may extend their deadlines by an equal number of days.

IV. Payment Schedule

A. Not to Exceed Fee

The total payment for all services and related necessary expenses for the fiscal year ended June 30, 1989, June 30, 1990 and June 30, 1991 shall not exceed \$7,775; and shall not exceed \$8,700 for each of the fiscal years ending June 30, 1992 and June 30, 1993 for the City audit. For the Redevelopment Agency audit, the fee shall not exceed \$985 for each of the fiscal years 1988-89, 1989-90 and 1990-91; and will not exceed \$1,100 for the fiscal years 1991-92 and 1992-93.

B. Base Fee Schedule

The fee for audit services shall be based on the following hourly rates:

Principal - CPA	\$ 80.00
Manager's in Charge - CPA	54.00
Senior Accountant	30.00
Junior Accountant	20.00
Clerical	15.00

C. Payment

Fees for services rendered may be billed as the work progresses, but not more often than once a month. Such fees shall be paid promptly by the City. Pre-closing audit work performed prior to 6/30 shall not be billed until 7/1.

IV. Other Provisions

A. Audit Proposal

The audit proposal attached herewith as Exhibit "1" shall be considered part of this agreement for the purpose of further defining the scope of work to be performed and the intent of this agreement.