

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
WITH
COST RECOVERY SYSTEMS, INC.**

This Amendment Number Two ("Amendment") is made and entered into this 30th day of June, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and COST RECOVERY SYSTEMS, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on July 1, 2015 for Consultant to provide SB 90 claims administration services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of two (2) years, with the option to extend the Agreement for one (1) additional one (1) year period; and

WHEREAS, on June 30, 2017, City and Consultant extended the term through June 30, 2018 and increased Consultant's maximum compensation accordingly; and

WHEREAS, City and Consultant now desire to amend the Agreement to provide the option to extend the Agreement for up to three (3) additional one (1) year periods; and

WHEREAS, City and Consultant further desire to extend the term for one (1) year, through June 30, 2019, and to set forth the scope of services and Consultant's compensation for the extended period.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 4.1 of the Agreement shall be amended to reflect that the Agreement may be extended for three (3) additional one (1) year periods upon mutual written agreement of the parties.
2. The term of the Agreement shall be extended through June 30, 2019.
3. Consultant shall provide the services set forth in Exhibit "A," attached hereto and incorporated herein by this reference.
4. For the period commencing July 1, 2018 and ending June 30, 2019, Consultant's compensation shall not exceed Eleven Thousand Seven Hundred Fifty Dollars (\$11,750.00). Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A.
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
6. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Janara S. Peterson, Date: 7/24/18
for City Manager *Acting City Mgr*

CONSULTANT

ASL Date: 7-12-18
Signature
Annette S. Chion, President
Name and Title

ATTEST:

Brenda Green 7-25-18
City Clerk



APPROVED AS TO FORM:

[Signature] *ACA* Date: 7/24/18
City Attorney

APPROVED AS TO INSURANCE:

[Signature] Date: 7/19/18
Risk Management

DEPARTMENTAL APPROVAL

[Signature] Date: 7/19/18
Assistant Finance Director

APPROVED AS TO PURCHASING:

[Signature] Date: 7/19/18
Assistant Finance Director

EXHIBIT A

CONSULTANT'S PROPOSAL FOR FY 2018-19

ATTACHMENT A-21 Scope of Work

Eligible Claims By Claiming Category	Eligible Fiscal Years	Claiming Deadline	Proposed Fee
<u>PART I- Annual, New, & Amended Claims</u>			
<ul style="list-style-type: none"> - Administrative License Suspensions - Crime Victims' Domestic Violence Reports - Domestic Violence Arrest Policies - Domestic Violence Background Checks - Domestic Violence Victims Assistance - Health Benefits for Survivors of Peace Officers and Firefighters - Local Government Employee Relations - Peace Officer Bill of Rights - Peace Officer Bill of Rights II - Peace Officer Personnel Records - Rape Victim Center Notices - Threats Against Peace Officers 	2017-18 (actual)	2/15/19	<p style="text-align: center;">\$11, 750 Fixed Fee for a maximum of 15 total claims submitted this fiscal year</p> <p style="text-align: center;">Each additional claim prepared will be billed at \$700 per claim</p>
<u>PART II- Other Expected New Claims</u>			
- Discharge of Stormwater Runoff	2009-10 2010-11 2011-12 2012-13 2013-14 2014-15 2015-16 2016-17 2017-18	Expected due date prior to 6/30/19	Fee for these claims can be included in PART I of contract, however, if time spent preparing each individual new claim exceeds 4 hours per claim, additional time will be billed at \$160/hr.
-Impasse Procedures	2016-17 2017-18		
-UVISAs -Victims of Crime: Nonimmigrant Status	2016-17 2017-18		
-Mental Health/Crisis Intervention Training	2016-17 2017-18		

PART I: METHOD OF PAYMENT FOR ANNUAL & NEW/AMENDED CLAIMS

Payment in the amount of \$11,750 (eleven thousand seven hundred and fifty dollars) shall be billed after claims are submitted to the State for reimbursement. Payment shall be due upon receipt of an invoice from the CONSULTANT.

AND

If the total number of claims prepared and submitted during this fiscal year exceeds 15 individual claims, the CITY shall be billed \$700 for each claim in excess of this amount.

PART II: METHOD OF PAYMENT FOR "NEW STORMWATER CLAIMS":

Due to the complexity and size of the new "STORMWATER CLAIMS", if the cost to prepare each individual claim per fiscal year exceeds 4 hours of consultant time, the excess amount of time spent shall be billed at \$160 per hour. Fee shall be billed after the claims are submitted to the State for reimbursement. Payment shall be due upon receipt of an invoice from the CONSULTANT.

AUDIT OR INCORRECT REDUCTION CLAIM ASSISTANCE:

In the event an audit is conducted by the State Controller's Office or an Incorrect Reduction Claim (IRC) is requested by the CITY, CONSULTANT shall provide twenty-four (24) hours or three (3) days of complementary, off-site assistance in the base contract amount. However, time spent on audits/IRCs in excess of 24 hours per fiscal year will be billed at \$160 per hour. CITY shall pay for travel expenses if on-site audit assistance is desired.

Unused audit assistance hours cannot be carried forward from other contract periods/projects.

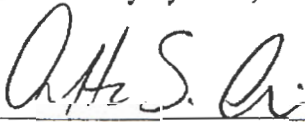
All other agreed upon Terms and Conditions remain in place.

Accepted by:

City of Costa Mesa

Cost Recovery Systems, Inc.

Name



Annette S. Chinn

Title

President

Date: _____

Date: 5-27-8