DELTA PROTECTION COMMISSION
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AGENDA ITEM #10
March 10, 2000

To: Delta Protection Commission

From: Margit Aramburu, Executive Director

Subject: Contract with State Lands Commission for Administrative Services April 1 through June 30, 2000
(For Possible Commission Action)

BACKGROUND:

Since January 1993, the Commission's administrative, fiscal, and personnel matters have been handled by the Department of Conservation at no cost to the Commission. The Department of Conservation has indicated it can no longer provide those services to the Commission.

The Department of Finance has asked the State Lands Commission to provide these services for the Commission starting FY 00-01 and has supported funds in the Commission's proposed budget to cover the costs to State Lands ($12,000 per year).

PROPOSAL:

In order to have an orderly transition from Department of Conservation to the State Lands Commission, staff is recommending approval of a contract with State Lands to commence April 1, 2000. The State Lands Commission is willing and able to provide administrative services as of April 1.

The Commission has funds available in the current fiscal year to cover the costs for the last quarter of FY 99-00. The Budget and Finance Subcommittee has reviewed this proposal and agreed that it should be forwarded to the full Commission for consideration. The proposed contract language is attached.

STAFF RECOMMENDATION:

The Commission should consider approving a contract with State Lands Commission for the fourth quarter of FY 99-00, accept public comments, and direct staff to sign the contract with State Lands Commission for up to $3,000.

PURPOSE: The State Lands Commission (SLC) agrees to furnish Delta Protection Commission (DPC) with fiscal and personnel related administrative services. This work shall encompass performing accounting, budgeting, information systems analysis, consulting, and personnel transactions as necessary in the normal course of business in accordance with applicable Government Code, State Administrative Manual and Administration Policy directives and requirements. The DPC agrees to reimburse SLC for its costs for a total not to exceed amount of $ 3,000.

TERM: This agreement shall be in effect from April 1, 2000 subject to any necessary State agency approvals and shall continue in full force and effect through and until June 30, 2000.

BILLING: SLC shall bill DPC monthly in arrears for all direct reimbursable expenses incurred pursuant to this agreement. All billings shall be computed and payments made in accordance with Section 8752 of the State Administrative Manual. Nothing herein shall preclude advance payments in accordance with Article I, Chapter 3, Part I, Division 3, Title II of the Government Code.

PERFORMANCE/WORK REQUESTS: The services to be performed by SLC will be done to the exclusive satisfaction of the Executive Director of DPC. All work requests for projects other than normal transaction processing will be made only by the Executive Director. Such requests shall be made only to the respective project officer within whose area of expertise the request applies.

TERMINATION: This agreement may be amended at any time by mutual written consent of the parties. Upon termination, SLC shall cease accepting further work and shall, at its discretion, complete or transfer work in progress to a party as designated by the Executive Director of DPC to bring an orderly conclusion to such work. All work which has been performed to that point shall be fully reimbursed.

SLC PROJECT OFFICER:

Fiscal and Information Services - David Brown
Chief, Fiscal & Information Services
Telephone: 574-1870

Personnel Services - Carol Scott
Chief, Human Resources & Records Management Services
Telephone: 574-1912

REIMBURSABLE COSTS: The actual costs that shall be reimbursed by SLC shall include but is not limited to actual costs of staff time and other associated activities involved in the work to be performed by SLC under the terms of this agreement. Costs shall be computed in accordance with Section 8752 of the State Administrative Manual and shall include salaries and wages of State employees, staff benefits including retirement, OASDI, health and dental coverage, travel costs and administrative overhead.

AMENDMENTS: This agreement may be amended in <u>writing</u> as mutually agreed by the parties hereto.

EXAMINATION AND AUDIT: The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the contract in accordance with Government Code Section 10532. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.