

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL  
FROM: THE CITY MANAGER'S OFFICE

COUNCIL MEETING DATE  
SEPTEMBER 5, 1990

SUBJECT: CONTRACT FOR FILING SB 90 CLAIMS

PREPARED BY: Assistant City Manager

**RECOMMENDED ACTION** The City Council authorize the City Manager and City Clerk to execute the attached contract with David M. Griffith and Associates (DMG) to file claims against the State for State mandated costs.

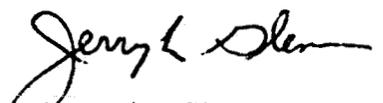
**BACKGROUND INFORMATION:** Last year we contracted with DMG to file for reimbursement of State mandated costs.

They have been extremely successful in obtaining reimbursement from the State; far in excess of our costs in compiling the data and the fees paid to them. In 1989-90 fiscal year the City received \$73,873 as a result of their efforts and paid them a total of \$12,401, for a net revenue of \$61,472.

There are eleven programs for which we appear to be eligible to receive reimbursement.

DMG has the expertise and experience to continue handling this program for us and therefore I urge the Council to authorize the renewal of our contract for another year.

Respectfully submitted,

  
Jerry L. Glenn  
Assistant City Manager

JLG: br

**FISCAL YEAR 1990-91**  
**AGREEMENT TO PROVIDE**  
**MANDATED COST CLAIMING SERVICES**

The City of Lodi (hereinafter Agency) and David M. Griffith & Associates, Ltd. (hereinafter Consultant) jointly *agree* as follows,

**1.A Scope of Services - Continuing Claiming Opportunities**

The Consultant shall prepare, submit and file on the Agency's behalf the following State mandated cost claims.

- a. Title 8, CAC, pertaining to Firefighters Safety Clothing and Equipment and Wildland Firefighters Safety Clothing and Equipment. Fiscal Year 1989-90 actual costs and 1990-91 estimated costs.
- b. Title 8, CAC, pertaining to Firefighters Personal Alarm Device Costs, Fiscal Year 1989-90 actual costs and 1990-91 estimated costs.
- c. Chapter 486 of 1975 & Chapter 1459 of 1984, pertaining to costs of SB 90 claiming. Fiscal Year 1989-90 actual costs and 1990-91 estimated costs,
- d. Chapter 1203 of 1985, pertaining to Police Department Motorist Assist Calls. Fiscal year 1989-90 actual costs.
- e. Chapter 1609 of 1984, pertaining to Police Department Domestic Violence Calls. Fiscal year 1989-90 actual costs and 1990-91 estimated costs.
- f. Chapter 1334 of 1987, pertaining to Police Department CPR Pocket Masks, Fiscal year 1989-90 actual costs and 1990-91 estimated costs.
- g. Chapter 1490 of 1984, Business Tax Reporting Requirements. Fiscal year 1989-90 actual costs and 1990-91 estimated costs.

**1.B Scope of Services-New Claiming Opportunities**

The Consultant shall prepare, submit and file on the Agency's behalf the following State mandated cost claims, provided the State Controllers' office issues CLAIMING INSTRUCTIONS pertaining thereto prior to September 1, 1991.

- a. Chapter 1226 of 1984, pertaining to Investment Reports. Fiscal year costs for all applicable years.

- b, Chapter 641 of 1986, pertaining to Open Meetings Act. Fiscal year costs for all applicable years.
- c. Chapter 668 of 1985, pertaining to Police Department Domestic Violence and Training costs. Fiscal Year costs for all applicable years.
- d. Chapter 1456 of 1988, et al, pertaining to Missing Persons Report Requirements. Fiscal Year costs for all applicable years.

2. Linitation On Service Scope

Notwithstanding any other provisions of this Agreement, the submission of claims pursuant to Scope of Services 1.A and 1.B. may be waived in the following circumstances:

- A. At Agency Option. At the discretion of the Agency, the Agency at the time of contract execution,, may select either or both services described under Sections 1.A and 1.B above (Scope of Services). Selection of one service and not the other is indicated by striking through the entire applicable paragraph above (Scope of Services 1A. or Scope of Services 1B.). In so striking out such paragraph all references to that service contained in this Agreement are deleted without further action required of the Agency. All provisions of the Agreement relating to the remaining service continue in effect.
- B. At Consultant Option. At the sole discretion of the Consultant, the Consultant may notify the Agency of its intention to not pursue a specific claim and the reasons therefore. Such notification must be in writing and provided to the Agency not less than twenty one (21) days prior to the due date of the claim.

3. Compensation and Method of Payment

Compensation and method of payment shall be as follows for services selected pursuant to Scope of Services 1.A and 1.B.

A. Scope of Services 1A

For all of the above services provided pursuant to Scope of Services 1A, Agency agrees to pay Consultant upon submission of claims to the State Controller due November 30, 1990, a fixed fee of two thousand four hundred fifty dollars (\$2,450). In the event the Agency fails to execute this Agreement by the deadline noted in item 10 (Contract validity date) the the fixed fee shall automatically be increased 10% if signed and accepted during the ensuing grace period. The fixed fee shall be due upon receipt of Consultant invoice following submission of such claims.

**B. Scope of Services 1B**

Compensation for these mandates shall consist of a retainer and contingent fee amount.

- (1) **Retainer.** Upon issuance of CLAIMING INSTRUCTIONS by the State Controller of the first of any of the programs listed under Scope of Services 1.B, the Agency shall at that time, pay the Consultant a retainer in the amount of five hundred fifty dollars (\$550). The retainer shall be returned to the Agency at the claims submission deadline for all applicable claims, if Consultant filed claims pursuant to this Scope of Services do not exceed the retainer by at least two times.
- (2) **Contingent Fee .** The Agency shall pay the Consultant a fee equal to thirty percent (30%) of all claims filed and paid to a maximum of seven thousand two hundred, fifty dollars (\$7,250).

Payment for contingent claiming shall be made from monies actually received from the State resulting from the Consultant's efforts. Monies received shall be defined as actual payments resulting from the Consultants filing estimated claims for FY 1990-91 and actual payments received for actual Fiscal Year costs as allowed for in the State Controllers CLAIMING INSTRUCTIONS that are issued prior to September 1, 1991 and as contained in Scope of Services 1.B herein. The fee, which in no case shall exceed the maximum amount, is due within four weeks of Agency receipt of reimbursement from the State.

**4. Services and Materials to be Furnished by the Agency**

The Consultant shall provide guidance to the Agency in determining the data required for claims submission. The Consultant shall assume all data so provided to be correct. The Agency further agrees to provide all specifically requested data, documentation and information to the Consultant in a timely manner. Consultant shall make its best effort to file claims in a timely manner pursuant to Scope of Services 1.A. and 1.B. Consultant shall not be liable for claims that can not be filed as a result of inadequate or data provided in an untimely manner, For purposes of this Agreement, data that is requested prior to November 9, 1990 must be received by the Consultant by November 19, 1990 to be deemed to have been received in a timely manner.

**5. Not Obligated to Third Parties**

The Agency shall not be obligated or liable hereunder to any party other than the Consultant.

6. Consultant Liability if Audited

The Consultant will assume all financial and statistical information provided to the Consultant by Agency employees or representatives is accurate and complete, Any subsequent disallowance of funds paid to the Agency under the claim for whatever reason is the sole responsibility of the Agency. Except that, should the Agency be required to return money that the Consultant was paid in contingent fee the Consultant shall return this amount to the Agency.

7. Indirect Costs

The cost claims to be submitted by the Consultant may consist of both direct and indirect costs, The Consultant may either utilize the ten percent (10%) indirect cost rate allowed by the State Controller or calculate a higher rate if Agency records support such a calculation. The Consultant by this Agreement is not required to prepare a central service cost allocation plan or a departmental indirect cost rate proposal for the Agency.

8. Consultant Assistance if Audited

The Consultant shall make workpapers and other records available to auditors. The Consultant shall provide assistance to the Agency in defending claims submitted if an audit results in a disallowance of at least twenty percent (20%) or seven hundred fifty dollars (\$750), whichever is greater, Reductions of less than twenty percent (20%) or seven hundred fifty dollars (\$750) shall not be contested by the Consultant,

9. Contact Person

The Agency designates the following individual as contact person for this contract:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

10. Contract Validity Date

To be valid this contract must be signed by the Agency by September 20, 1990. If signed after that date the Consultant cannot guarantee acceptance of the Agreement unless otherwise agreed upon. Contracts accepted by the Consultant after September 20, 1990 shall be subject to the penalty described in paragraph 3.

Offer is made by Consultant:

Date: Aug 22, 1990

David M. Griffith & Associates, Ltd.

By: Louis E. Chappuie  
Louis E. Chappuie  
Executive Vice President

Offer is accepted by Agency:

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Please note that we cannot guaranty acceptance of this Agreement if it is not returned by the date indicated in Paragraph 10.

Please Return One Signed Copy of Agreement To:

DAVID M. GRIFFITH & ASSOCIATES, LTD.  
5715 Marconi Avenue, Suite A  
Carmichael, CA 95608  
(916) 485-8102