



# CITY OF LODI

# COUNCIL COMMUNICATION

**AGENDA TITLE:** Contract to Pile the City's 1991-92 State Mandated Claims - David M. Griffith & Associates, Ltd.

**MEETING DATE:** September 16, 1992

**PREPARED BY:** Assistant City Manager

---

**RECOMMENDED ACTION:** The City Council authorize the City Manager to enter into a Contract with David M. Griffith and Associates, Ltd. (DMG) to file the City's 1991-92 State Mandated claims.

**BACKGROUND INFORMATION:** For the past few years the City has contracted with DMG to file its SB 90 claims.

The cost of this service is \$3,000 plus 30% of all new or first time mandated cost claims filed and paid to a maximum of \$3,500.

Last year the City received a net of \$39,504 from State mandated costs.

Council is urged to again enter into this agreement with David M. Griffith and Associates, Ltd.

**FUNDING:** General Fund

Respectfully submitted,

Jerry L. Glenn  
Assistant City Manager

JLG:br

Attachment

CCCOM597/TXTA.07A

APPROVED: \_\_\_\_\_

THOMAS A. PETERSON  
City Manager



re-cycled paper

RESOLUTION NO. 92-162

\*\*\*\*\*

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH  
DAVID M. GRIFFITH AND ASSOCIATES, LTD. (DMG) TO FILE THE  
CITY'S 1991-92 STATE MANDATED CLAIMS

\*\*\*\*\*

RESOLVED, that the city Council of the city of Lodi is desirous of receiving reimbursement for certain expenditures made by the City to satisfy State of California mandates, and

FURTHER RESOLVED, that City of Lodi does hereby authorize the City Manager to enter into a contract with David M. Griffith and Associates, Ltd. (DMG) to enable DMG to proceed with the filing of claims with the State of California to recoup for the City reimbursement of these certain expenditures.

Dated: September 16, 1992

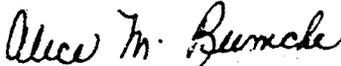
\*\*\*\*\*

I hereby certify that Resolution No. 92-162 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 15, 1992 by the following vote:

Ayes: Council Members - Hinchman, Pennino, Sieglock and Pinkerton (Mayor)

Noes: Council Members - None

Absent: Council Members - Snider

  
Alice M. Reimche  
City Clerk

CITY COUNCIL

JAMES W. PINKERTON, Mayor  
PHILLIP A. PENNINO  
Mayor Pro Tempore  
DAVID M. HINCHMAN  
JACK A. SIEGLOCK  
JOHN R. (Randy) SNIDER

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634  
FAX (209) 333-6795

THOMAS A. PETERSON  
City Manager  
ALICE M. REIMCHE  
City Clerk  
BOB McNATT  
City Attorney

September 22, 1992

David M. Griffith & Associates, Ltd.  
Attention: Allan P. Burdick  
Director, Mandate Cost Consulting  
5715 Marconi Avenue, Suite A  
Carmichael, CA 95608

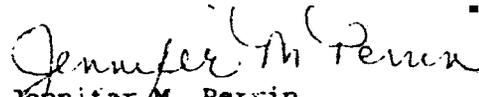
Dear Mr. Burdick:

Enclosed for your file please find fully executed copy of the Agreement to Provide Mandated Cost Claiming Service which was approved by the Lodi City Council at its meeting of September 16, 1992.

Also enclosed is a certified copy of Resolution No. 92-162 entitled, "A Resolution of the Lodi City Council Authorizing the City Manager to Enter Into a Contract With David M. Griffith and Associates, Ltd. (DMG) to Pile the City's 1991-92 State Mandated Claims".

If you have any questions regarding this matter, please feel free to contact our office.

Very truly yours,

  
Jennifer M. Perrin  
Deputy City Clerk

JMP

AUG 20 '92

City Manager's Office

**DAVID M. GRIFFITH AND ASSOCIATES, LTD.**

August 19, 1992

Mr. Jerry L. Glenn  
Assistant City Manager  
City of Lodi  
Call Box 3006  
Lodi, CA 95241-1910

**Subject: Contract to File the City's 1991-92 State Mandate Claims**

Dear Mr. Glenn:

It's **time** to complete plans for preparing the City's annual state mandated cost claims. We had hoped to **wait** until **after** the **State** had **passed** its budget before contacting **you**, but its getting late **and who** knows when this **year's** budget will actually pass. Once again, **DMG** is pleased to offer its services to prepare the City of **Lodi's** mandate **claims**.

Our **fixed** fee to file **the** City's claims, **which** includes all expenses and follow up work **with** both **your** staff and the **State** Controller is **\$3,000**. **As** before, **fees** paid to DMG for claim filing services should be recovered **by** including them in this year's claim for the mandate process itself which, of course, we will prepare as part of this agreement.

**More Claims to File this Year**

There **are** more claims to file this **year** than last. In addition to all **the** claims filed **last** fall, you will have **an Open Meetings Act** claim to file. This claim has proven to be more complex and time consuming than anyone anticipated. In other words, no matter **what happens** with the state budget, the claiming **task** will require more of everyone's time and effort.

**New Claiming Opportunity**

**You** should **also** take advantage of at least one new claiming opportunity that should be available in the current fiscal year. The Governor recently signed Assembly Bill 2360 (Vasconcellos) which **contains** various state mandated local programs. The State Controller should be sending out claiming instructions for those claims sometime this calendar year and you will have 120 days to file those claims.

**Probable Increase in "Optional" Mandates**

The other item you should be aware of is the possibility that the Legislature will make more state mandated programs optional this year. Its very important to remember, however, that the

.Page -2-

City must still file **FY 1991-92 actual** cost claims in all claiming areas where it filed estimated claims last year. Otherwise, the **State** will request that funds already paid be refunded. In some cases making certain mandates optional may be viewed as positive while in others, it may have a negative impact. For example, if the Regional Housing Needs Assessment mandate is made optional, the City should not **have** to spend money **updating** the housing element to the general plan. Conversely, if it has already contracted for that work and feels compelled to complete the work, it **will** not get the **partial** reimbursement it would otherwise be entitled to receive from the state mandated **cost** process.

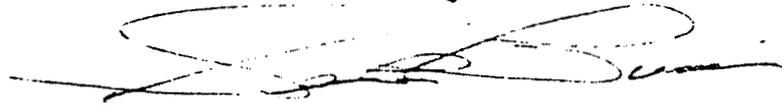
### **DMG Services, & Contract**

We believe it is to everyone's benefit to take care of **SB 90** claiming matters now. We have enclosed two copies of an **executed** contract. If **you wish** to retain our services again this year, simply sign and **return** one copy of the Agreement to our Carmichael **office**. If you have any questions or comments, please feel free to call Allan Burdick or David Wellhouse at (916) 485-8102.

**In** closing we would like to **stress** again that regardless of the State budget outcome, actual cost claims for FY 1991-92 must **be filed** or a repayment situation will result. Additionally, as in the past DMG's **fee** is a claimable cost **and thus** should be recoverable.

We **thank** you for your consideration and **look** forward to **hearing** from you soon.

Sincerely,



Allan P. Burdick  
Director, Mandate  
Cost Consulting

APB:cr

Enclosure

# Agreement, to Provide

## Mandated Cost Claiming Services

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

### 1. Scope of Services

The Consultant shall file claims for reimbursable state mandated costs as provided herein.

#### A. Annual State Mandated Cost Claims

The Consultant shall prepare, submit and file on the City's behalf the following state mandated cost claims for fiscal year **1991-92** actual costs and, where applicable, 1992-93 estimated costs.

- (1) Open Meetings Act requirement as specified in Chapter 641, Statutes of 1986.
- (2) Police Department Domestic Violence Calls as specified in Chapter 1609, Statutes of 1984.
- (3) Police Department CPR Pocket ~~Masks~~ as specified in Chapter 1334, Statutes of 1987.
- (4) Business License Tax Reporting Requirements as specified in Chapter 1490, Statutes of 1984.
- (5) Structural and Wildland Firefighters Safety Clothing and Equipment specified in Title 3, California Administrative Code.
- (6) Firefighters Personal Alarm Devices as specified in Title 8, California Administrative Code.
- (7) Regional Housing Need Determinations as specified in Chapter 1143, Statutes of 1980.
- (8) Absentee Ballots as specified in Chapter 77, Statutes of 1978.
- (9) Mandate Reimbursement Process as authorized by Chapter 485, Statutes of 1975 and Chapter 1489, Statutes of 1984.
- (10) Other Claims. The Consultant may also file additional claims if any such claims remain and it is economically justified to file same.

The claims to be filed under Scope of Services A. are claims that are included in the State Controller's claiming instructions that provide for claims to be submitted by November 30, 1992.

**B. Scope of Services, Assembly Bill 2360 Claims**

The Consultant shall prepare, submit and file on the City's behalf all applicable new or first time **state mandated** cost claims pursuant to the Controller's claiming instructions which **are** scheduled for release in the **fall of 1992** and include provisions for **the** reimbursement of mandates authorized in Assembly Bill 2360, of the 1992 California Legislative Session.

**2. Consultant Claim Filing Requirements**

The Consultant shall file these claims to the extent that appropriate documentation is available and verifiable. The City explicitly acknowledges that the Consultant does not **warrant** under **Scope of Services A. and B.** that claims will be filed for all of the applicable mandates listed.

**3. Limitation On Services 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 City Option.** At the discretion of the City, the City 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 City. All provisions of the agreement relating to the remaining service continue in effect.

**4. Compensation and Method of Payment**

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

**A. Scope of Services 1.A - Fixed Fee**

For all of the above services provided pursuant to **Scope of Services 1.A,** City agrees to pay Consultant upon submission of claims to the State Controller due November 30, 1992, a **fixed fee** of three thousand dollars (\$3,000). The fixed fee shall be due upon receipt of Consultant's invoice following submission of such claims.

B. Scope of Services 1.B - Other Fee Arrangements

Unless the amount of **state** payments to the City for the claims filed under Scope of Services 1.B is less than \$2,000, the City shall pay the Consultant a fee equal to thirty percent (30% of all claims filed and paid to a maximum of three thousand five hundred dollars (\$3,500). In the event the amount claimed is less than \$2,000, the City shall pay the Consultant a fixed fee of five hundred dollars (\$500).

2. Scope of Services 1.B - Fee Payment

Payment for contingent claiming shall be made from monies actually received from the **State** resulting from the Consultant's effort. Monies received shall be defined as actual payments resulting from the Consultant's actual cost claims as allowed for in the **State** Controller's claiming instructions. For Scope of Services 1.B., the fee which in no case shall exceed the maximum amount of three thousand five hundred dollars, is due within four weeks of City receipt of reimbursement from the **State**. If the amount of Consultant filed claims is less than the two thousand dollars (\$2,000) the City should pay the Consultant a fixed fee of five hundred dollars (\$500). This fixed fee shall be due upon submission of the claims to the **State** Controller. The Consultants fixed fee may be included in the City's next **State** mandate cost reimbursement claim for potential payment by the **State**.

5. Services and Materials to be Furnished by the City

The Consultant shall provide guidance to the City in determining the data required for claims submission. The Consultant shall assume all data so provided to be correct. The City 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 data or data provided in an untimely manner. For purposes of this Agreement, data that is requested prior to November 1, 1992 must be received by the Consultant by November 15, 1992 to be deemed to have been received in a timely manner.

6. Not Obligated to Third Parties

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

7. Consultant Liability if Audited

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

amount to the City.

**8. 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 City 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 City.

**9. Consultant Assistance if Audited**

The Consultant shall make workpapers and other records available to the state auditors. The Consultant shall provide assistance to the City in defending claims submitted if an audit results in a disallowance of a 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.

**10. City Contact Person**

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

Name: Jerry L. Glenn

Title: Assistant City Manager

Address: P.O. Box 3006, Lodi, CA 95241-1910

Telephone (209) 333-6700 FAX: (209) 333-6795

**11. Contract Validity Date**

To be valid this contract must be signed by the City by October 18, 1992. If signed after that date the Consultant cannot guarantee acceptance of the Agreement unless otherwise agreed upon.

Approved as to form:  
BW McNatt  
Bobby W. McNatt, City Attorney

Offer is made by Consultant:

Date: August 19, 1992

Offer is Accepted by City

By: Thos. A. Peterson  
Thomas A. Peterson, City Manager

Date: 9/16/92

~~David M. Griffith & Associates, Ltd.~~

By: [Signature]  
Allan P. Burdick  
Vice President

Attest:  
[Signature]  
Alice M. Reinche  
City Clerk

RESOLUTION NO. 92-162

\*\*\*\*\*

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH  
DAVID M. GRIFFITH AND ASSOCIATES, LTD. (DMG) TO FILE THE  
CITY'S 1991-92 STATE MANDATED CLAIMS

\*\*\*\*\*

**RESOLVED**, that the City Council of the City of Lodi is desirous of receiving reimbursement for certain expenditures made by the City to satisfy State of California mandates, and

**FURTHER RESOLVED**, that City of Lodi does hereby authorize the City Manager to enter into a contract with David M. Griffith and Associates, Ltd. (DMG) to enable DMG to proceed with the filing of claims with the State of California to recoup for the City reimbursement of these certain expenditures.

Dated: September 16, 1992

\*\*\*\*\*

I hereby certify that Resolution No. 92-162 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 16, 1992 by the following vote:

- Ayes: Council Members - Hinchman, Pennino, Sieglock and Pinkerton (Mayor)
- Noes: Council Members - None
- Absent: Council Members - Snider

*Alice M. Reimche*  
Alice M. Reimche  
City Clerk

The Foregoing Document is Certified  
To Be A Correct Copy Of The Original  
On File In This Office.

Jennifer M. Perrin  
Deputy City Clerk, City Of Lodi

By *Jennifer M. Perrin*  
Dated: *9/23/92*