
CONTRACT FOR SERVICES

By and Between
City of Bell Gardens
and
MGT of America Consulting, LLC

This agreement is made and entered into this 27th day of July, 2020 by the City of Bell Gardens, hereinafter referred to as “Client”, and MGT of America Consulting, LLC, hereinafter referred to as “MGT”.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

I. SERVICES

MGT will provide those services as outlined in its proposal letter to Client specified in this agreement, attached hereto and incorporated herein as Exhibit “A”. Specific scope of services are as follows:

- a) Prepare and file eligible SB 90 claims for annual claims due on February 15 of each year listed in Section II TIMETABLE. Claims must exceed \$1,000 to be eligible to file with the State.
- b) Prepare and file eligible SB 90 claims for all new, or first-time mandates, which have claiming instructions issued by the State Controller's office during the State's 2019-20, 2020-21, 2021-22 fiscal years. Claims must exceed \$1,000 to be eligible to file with the State.
- c) Prepare indirect cost rate proposals to accompany all claims if the resulting rate is above 10%.
- d) Provide information to the City about new claiming opportunities in a timely manner.
- e) Provide liaison services between the City and the State Controller for all claims filed by the MGT that are contested by the State Controller either through desk review or field audit.
- f) Assist with payment tracking and SB 90 claim tracking and coordination.

II. TIMETABLE

a) Initial Term

The term of this agreement is three fiscal years. It is anticipated that all work for the initial period will commence on July 1, 2020 and will be completed by June 30, 2023. The claims filed in II(a) are for FY 2019-20, 2020-21, 2021-22 during the initial contract period.

III. PAYMENT

In consideration for the services rendered by MGT pursuant to this agreement, Client agrees to pay MGT upon completion of the following:

MGT will complete and file all eligible annual claims that are due on February 15, 2020, as well as all new, or first-time claims for which claiming instructions are issued during the 2019-20 fiscal year for the following fee.

Fixed Fee Each Year of Term

FISCAL YEAR	PROPOSED FEE	PAYMENT TERMS
2019-20 Annual Claims & New Claims issued during 2020-21	\$5,000	50% Payable after visit and 50% once claims are filed.
2020-21 Annual Claims & New Claims issued during 2021-22	\$5,250	50% Payable after visit and 50% once claims are filed.
2021-22 Annual Claims & New Claims issued during 2022-23	\$5,500	50% Payable after visit and 50% once claims are filed.

This fee is all inclusive (no expenses will be charged to the City for this part of the engagement). There are no caps on number of claims, audit support, or site meetings/visits.

IV. CLIENT RESPONSIBILITY

- a) Furnish Consultant with all available and necessary information, data, worksheets, and documentation necessary for Consultant to perform the services hereunder in a timely fashion. Consultant shall assume all data is accurate and, if supplied in a timely manner, will file the claims in a timely manner.
- b) Cooperate with Consultant in carrying out the work herein.
- c) Provide adequate staff for liaison with the Consultant for each affected department.
- d) Develop and maintain source documentation sufficient to support SB 90 claims that are filed with the State for a period of at least three (3) years after the last date of claim payment or filing.

V. CONSULTANT LIABILITY

The Consultant will assume all data supplied by the City is accurate and correct. Any subsequent disallowance of funds paid to the City pursuant to the SB 90 claims filed under this agreement is the sole responsibility of the City. In any event, the Consultant's total liability under this agreement shall not exceed the compensation received by the Consultant for work pursuant to this agreement.

VI. MODIFICATION

The Client and MGT may, by mutual agreement, modify this Contract. Any modification must be in writing and must be signed by the Contractor's principal agent and the Client's designate.

VII. GENERAL TERMS AND CONDITIONS

No alteration or variation of this Contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

The parties hereby agree that no person shall, on the grounds of race, color, creed national origin, religion, disability, or sex, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Contract.

VIII. CANCELLATION

The Client and MGT shall have the right to terminate this Contract at any time before the date of completion: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, MGT shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

IX. CONTRACTOR EMPLOYEES

In performance of this Contract, MGT and any agent or employee of the MGT shall act in an independent capacity and not as an officer or employee or agent of the Client, nor shall any party be covered under the Client's personnel rules and regulations. The Client shall have no responsibility for deductions or contributions to Social Security, unemployment insurance, or any other benefits, nor shall income tax be withheld.

X. PROJECT MANAGER

Ruben Rivas of MGT shall act as Project Manager and primary contact to the Client:
Contact information is as follows:

2251 Harvard Street, Suite 134
Sacramento, CA 95815
Phone 916-443-3411
Fax 916-443-1766
EMAIL: rrivas@mgtconsulting.com

XI. LEGAL REQUIREMENTS

It is agreed that for the duration of this agreement, MGT and Client will comply with all applicable laws and regulations of the State of California, State of Florida and the federal government, including but not limited to, the Equal Employment Opportunity Act, the Occupational Safety and Health Act and audit requirements.

XII. METHOD & PLACE OF GIVING NOTICE, SUBMITTING BILLS & MAKING PAYMENTS

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO CITY/COUNTY/DISTRICT:

Mr. Will Kaholokula
Director of Finance and Admin Services
City of Bell Gardens
7100 S. Garfield Ave
Bell Gardens, CA 90201

TO CONSULTANT:

Mr. Brad Burgess,
Executive Vice President, Financial Services
MGT Consulting Group, LLC
2251 Harvard Street, Suite #134
Sacramento, CA 95815

XIII. SIGNATURES & APPROVAL

CITY OF BELL GARDENS

MGT OF AMERICA CONSULTING, LLC

Signature: _____

Signature: _____

Name: _____

Name: J. Bradley Burgess

Title: _____

Title: Executive Vice President

Address: 7100 S. Garfield Ave
Bell Gardens, CA 90201

Address: 2251 Harvard Street, Suite #134
Sacramento, CA 95815

Telephone

Telephone: 916-595-2646

FEID:

FEID: #81-0890071

Date: _____, 2020

Date: _____, 2020