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*675 Wildwood Avenue  
Rio Dell, CA 95562*



**TO:** Mayor and Members of the City Council

**FROM:** Josh Phinney, Chief of Police

**THROUGH:** Kyle Knopp, City Manager

**DATE:** July 1, 2025

**SUBJECT:** Contract with "Nichols Consulting" for State-Mandated reporting and reimbursement

#### **RECOMMENDATION**

Approve the execution of a three-year contract with Nichols Consulting by the Chief of Police.

#### **BACKGROUND AND DISCUSSION**

There are many state-required mandates that must be met by law enforcement each year. Some of these include RIPA (Racial & Identity Profiling Act) stop data, Domestic Violence Training and Peace Office Bill of Rights. Many cities utilize a contract firm to handle the reporting of these and reimbursement requests.

Rio Dell has already been utilizing Nichols Consulting to seek reimbursement for the city on certain police related costs pursuant to California Government Code 17550. This began with former Police Chief Allen and has been ongoing.

For the FY 22-23, Nichols Consulting was able to obtain approximately \$14,900 in reimbursement from the state at a fixed fee of \$1,800.00 to the city of Rio Dell for services rendered. For the FY 23-24 the city was reimbursed \$9,860.00 by the state. The proposed contract would be for a fixed fee of \$5,000 for 3 years.

Attachments: **Contract for 3 years.**

# Nichols Consulting

## CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this \_\_\_\_\_ of \_\_\_\_\_ 2025, by and between the **City of Rio Dell**, a city under the laws of the State of California (hereinafter referred to as “City”) and Nichols Local Government Consulting, LLC (dba “Nichols Consulting”) a limited-liability company, (hereinafter referred to as “Consultant”).

### RECITALS

- A. City has the authority to seek reimbursement for certain costs from the State of California pursuant to California Government Code Section 17550 et seq.
- B. City has the authority to contract for the preparation of said Claims through a designated individual or entity.
- C. Consultant is qualified to provide the service of preparing said Claims in consideration for the fees, expenses, and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

### I. CONSULTANT’S RESPONSIBILITIES

- A. Consultant shall review all eligible claiming opportunities and prepare all Claims whose State-imposed timely and late deadlines, for reimbursement, fall between the time of execution of this Contract and June 30, 2028. Consultant shall collect, document and process the information necessary for Consultant to file the claims on behalf of the City. Separately, Consultant offers to the City the option of extending this agreement to June 30, 2029 and separately, June 30, 2030.
- B. Consultant will provide City with a copy of Claims and supporting documentation prepared pursuant to this Contract. The copy will be provided following the state imposed deadline for said Claims.
- C. Consultant shall implement a Claims monitoring and documentation process in the course of Consultant’s duties.
- D. Consultant agrees not to exceed the amount of the fee proposal set forth in Appendix A to this Contract without prior written authorization of the City.

### **3-Year Fixed Fee - \$5,000**

- E. Consultant will make good faith effort to file Claims in accordance with existing laws, regulations and applicable written guidelines but does not warrant the reimbursable nature or likelihood of success of reimbursement of any particular Claim.
- F. Consultant shall advise City of all official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, in order that City may fulfill its responsibilities as set forth in Section II, paragraph C of this Contract for Services.

## **II. CITY'S RESPONSIBILITIES**

- A. City will provide Consultant with all the documents, records and information necessary to prepare Claims in a timely manner.
- B. City agrees to pay Consultant, a fee of \$5,000 for services rendered. Consultant's fee is due and payable in three separate installments. The dates of these installment payments and their respective amounts are: May 31, 2026 (\$1,500), May 31, 2027 (\$1,600) and May 31, 2028 (\$1,900). Consultant's fee is not-to-exceed \$5,000.00, unless approved by City in writing. Additionally, Consultant is separately offering the City two (2) one-year options for a Fixed Fee of \$2,200 each for FY 2028-29 (May 31, 2029) and FY 2029-30 (May 31, 2030) executed solely at the City's discretion. The payment of Consultant fee is not dependent on the amount of Claims ultimately reimbursed by the State of California.
- C. City agrees to take that official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, to perform its obligations under this Contract in a timely manner.

## **III. MODIFICATIONS**

This Contract may be modified only by a written amendment to this Contract, executed by both parties.

## **IV. TERMINATION OF CONTRACT**

This Contract may be terminated by mutual written consent or by either party, provided that the terminating party gives ninety (90) days written notice to the other party, without cause. Upon receipt of a Notification of Termination, Consultant shall promptly discontinue all services affected. Consultant shall provide the City with all work products completed up to the date of termination. In the event of termination, City shall reimburse Consultant for all direct service hours on work-in-process at \$125.00 per hour. However, in no event shall City be obligated to pay more than the total amount of the Contract.



**V. ATTORNEY'S FEES AND COSTS**

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

**VI. SEVERABILITY**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Contract shall remain in full force and effect and shall not be affected.

**VII. NOTICES**

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with an overnight delivery service or with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**City of Rio Dell  
Attn: Police Chief  
675 Wildwood Ave.  
Rio Dell, CA 95562**

**Nichols Consulting  
1857 44<sup>th</sup> Street  
Sacramento, CA 95819**

**VIII. AUTHORITY**

The individuals executing this Contract represent and warrant that they have the legal power and authority to this contract and to contractually bind their respective entities.

**IX. GOVERNING LAW**

The validity of this Contract and each of its terms and provisions, as well as the rights and duties of the parties under this Contract, shall be construed pursuant to and in accordance with the laws of the State of California.

**X. ENTIRE AGREEMENT**

This Contract, which includes the "Proposal for Contract for Professional Services" set forth as Appendix A, supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Contract. This Contract contains all of the covenants and agreements between the parties with respect to the subject of this Contract, and each party acknowledges that no representatives, inducements, promises, or agreements embodied in this Contract. No agreement, statement, or promise not contained in this Contract shall be valid or binding on the parties with respect to the subject of this Contract.

**Executed at** \_\_\_\_\_, California, on the day and year set forth above.

*F. Andy Nichols*, President  
**F. Andy Nichols**

**Nichols Consulting  
1857 44<sup>th</sup> Street  
Sacramento, CA 95819**

\_\_\_\_\_, Title \_\_\_\_\_

\_\_\_\_\_ **Print Name**

**City of Rio Dell  
675 Wildwood Ave.  
Rio Dell, CA 95562**

**APPENDIX A**

**PROPOSAL FOR CONTRACT FOR SERVICES**

This proposal for the **City of Rio Dell** is to provide the services set forth under Paragraph I of the Contract for Professional Services relating to the preparation of Claims for reimbursement pursuant to California Government Code Section 17550 et seq.

Consultant's fee is due and payable in three separate installments. The dates of these installment payments and their respective amounts are: May 31, 2026 (**\$1,500**), May 31, 2027 (**\$1,600**) and May 31, 2028 (**\$1,900**). Consultant's fee is not-to-exceed \$5,000.00, unless approved by City in writing.

Additionally, Consultant is separately offering the City two (2) one-year options for a Fixed Fee of **\$2,200** each for FY 2028-29 (May 31, 2029) and FY 2029-30 (May 31, 2030) executed solely at the City's discretion.

This Proposal is **valid until July 31, 2025** unless extended in writing by Consultant.

June 26, 2025

*F. Andy Nichols*, President  
**F. Andy Nichols**

**Nichols Consulting**  
**1857 44<sup>th</sup> Street**  
**Sacramento, CA 95819**

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*F. Andy Nichols*, President  
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\_\_\_\_\_, Title \_\_\_\_\_

\_\_\_\_\_ **Print Name**

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