

NBS Government Finance Group

Prepare Cost Study of Fee Structure for El Dorado County Air Quality Management District

AGREEMENT FOR SERVICES #8534

THIS AGREEMENT, made and entered into by and between the El Dorado County Air Quality Management District, a county air quality management district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "District"), and NBS Government Finance Group, doing business as NBS, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 32605 Temecula Parkway, Suite 100, Temecula, CA 92592 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, District has determined that it is necessary to obtain a consultant to assist the District, in preparing a cost study of District's fee structure;

WHEREAS, Consultant has represented to District that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and District relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, District has determined that the provision of such services provided by Consultant are in the public's best interest and that specialty skills and qualifications not expressly identified in County classifications are involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(B), by El Dorado County Charter, section 210(b)(6) and/or Government Code section 31000;

NOW, THEREFORE, District and Consultant mutually agree as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to prepare a cost study of the District's fee structure and perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks by April 30, 2025 in order for the District to be able to incorporate the new rate schedule into the FY2025/26 District budget proposal should the District's Board approve the new rate schedule.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on April 30, 2025.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, District agrees to pay Consultant upon the satisfactory completion and District's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following District's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed twenty four thousand three hundred eighty dollars and no cents (\$24,380.00), inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by District and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

El Dorado County AQMD
330 Fair Lane
Placerville, California 95667
Attn.: Scott Wilson
Program Manager

or to such other location as District directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, District at its sole option may delay the payment for the period

of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to District or the County of El Dorado (hereinafter referred to as "County"). Consultant agrees that it shall not default on any obligations to District or the County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to District: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from District and its staff. It is further understood that this Agreement does not create an exclusive relationship between District and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless District's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to District for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by District for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of District.

ARTICLE IX

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services

required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

District may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but District will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind District or incur any obligations on behalf of District.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits District or County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. District or County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to District or County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the District or incur any obligations on behalf of the District with regard to any matter, and shall not make any agreements or representations on the District's behalf.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge the District processes all payments through the County's Auditor/Controller's office, and that the County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of District business, the District's Board of Directors will adopt a budget prior to each given fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, District shall give notice of cancellation of this Agreement in the event of adoption of an adopted budget that does not provide for funds for the services, products, or equipment subject herein.

Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and District released from any further liability hereunder.

In addition to the above, should the District's Board of Directors during the course of a given year for financial reasons reduce or order a reduction in the budget for the District, pursuant to this paragraph in the sole discretion of District, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
- a. The alleged default and the applicable Agreement provision, and
 - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If District terminates this Agreement, in whole or in part, for default:
 - a. District reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to District for any excess costs for those goods or services. District may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.

- b. District shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to District exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
 - c. District may require Consultant to transfer title and deliver to District any completed work under the Agreement.
3. The following shall be events of default under this Agreement:
- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 - c. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless District agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: District may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: District may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, District will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that District agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return

receipt requested. Notices to District shall be in duplicate and addressed as follows:

To District:

El Dorado County AQMD
330 Fair Lane
Placerville, CA 95667

Attn.: Scott Wilson
Program Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as District directs.

Notices to Consultant shall be addressed as follows:

NBS
870 Market Street, Suite 1223
San Francisco, CA 94102

Attn.: Nicole Kissam, Director

or to such other location as Consultant directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the District and County harmless, their Boards, officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, District and County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the District or County, their Boards, officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save District and County harmless includes the duties to defend set forth in Civil Code

section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XVI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance

evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, District or County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County and District; and
 - 2. The County of El Dorado, District, their officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, District, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County or District, their officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County and District. At the option of County and District, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County and District, their officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, District, their officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, District, their officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the County or District, either independently or in consultation with County's Risk Management Division as essential for protection of County and District.

ARTICLE XVII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XVIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for District or County and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. District's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or

employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of District or County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XX

Nondiscrimination:

- A. District may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the

services performed herein.

- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 11102.

ARTICLE XXI

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVI

Contract Administrator: The District Officer or employee with responsibility for administering this Agreement is Scott Wilson, Program Manager, or successor.

ARTICLE XXVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVIII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXIX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXI

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--EL DORADO COUNTY AIR QUALITY
MANAGEMENT DISTRICT--

By: *Rania Serieh*
[Rania Serieh \(Apr 25, 2024 11:19 PDT\)](#)
Rania Serieh
Interim Air Pollution Control Officer
"District"

Dated: 04/25/2024

--NBS GOVERNMENT FINANCE GROUP--

By: *Greg Davidson*
[Greg Davidson \(Mar 28, 2024 15:57 PDT\)](#)
Greg Davidson
Vice President
"Consultant"

Dated: 03/28/2024

By: *Michael Rentner*
[Michael Rentner \(Mar 28, 2024 17:12 MDT\)](#)
Michael Rentner
President and Corporate Secretary

Dated: 03/28/2024

NBS GOVERNMENT FINANCE GROUP

Exhibit A

Scope of Services

1. PROJECT COMMENCEMENT AND DATA COLLECTION

- a. Issue an initial data request to the District. Initial data requested will center on adopted budgets, recent financial performance (revenues and expenditures), current labor cost detail and classifications, organizational structures, existing relevant policies, existing time-tracking and workload data, and other items of a more global nature.
- b. Conduct a project commencement meeting with District staff members who will oversee the progress, completion, and implementation of its findings. This meeting will include a discussion of expectations, process for conducting analyses, timeline, global data needs, established policies and procedures, and other topics.

2. FEE STRUCTURE REVIEW

- a. Review and evaluate the existing fee structure.
- b. Gather staff's ideas for modifying or enhancing current practices.
- c. Identify and recommend opportunities for streamlining fee structures as well as for addition of new fees that are in line with current practices seen in other agencies.
- d. Work with District staff to determine the most effective and efficient type of fee structure based on the organization and recommend revisions to existing fee structures including any deletion of fees, potential new fees, or changes in billing practices.

Based on the results of this discussion, we will incorporate the list of fees to be evaluated into the fee model template.

3. FACILITATED DATA COLLECTION

- a. Work directly with the District to initiate review of the organizational, workload, and time on task data needed to calculate the cost of providing each fee for service. We will first communicate the steps necessary to develop data for justifying fees. Staff will be asked to provide an estimate of time spent on various activities and services performed on an annual basis, as well as on each individual fee for service activity. We will also explore software tracking and reporting capabilities that may enhance and streamline data collection efforts.
- b. Develop data collection materials and track progress weekly on data submittal activities. Enter data into the fee model and ensure that the cost-of-service

analysis is defensible and reasonable. The product of this task will be a modeling of the complete organizational, performance, and time requirements for the services under review in this Study.

4. COST OF SERVICE ANALYSIS

- a. Determine the total estimated and reasonable cost of providing services on annual basis for the District and segregate costs between fee-recoverable and non-fee recoverable services. The analysis will reflect all identifiable costs, such as:
 - i. Direct Costs: Costs directly identifiable to the provision of a service, e.g., salaries and benefits for “hands on” activities such as processing, review, field inspection, etc.
 - ii. Indirect Costs: Applicable support costs for supervision, management, and administrative support as defined by the District’s organizational structure and/or the District’s annual Cost Allocation Plan. (*District is responsible for providing a current overhead cost calculation such as a Cost Allocation Plan. If needed, NBS can perform an overhead cost analysis under a separate scope of services.*)
- b. Calculate fully burdened hourly rates for each fee program. Rates will consider the applicability of productive hours or direct-billed hours as the basis for calculation, depending on the service analyzed.
- c. Multiply the fully burdened hourly rates by the time estimates gathered in Task 3 to compute the full cost of each individual fee for service activity. The full cost of service defined by NBS serves as the analytically justified maximum amount that may be recovered through a user/regulatory fee adopted by the District’s Board.
- d. Cross check all data metrics in the fee model to ensure the fee program is structured to recover 100% of costs considered.

5. DRAFT REVIEW AND REVISION

- a. Review the the outcomes of the analysis with the District. Drafts will detail all the assumptions and data utilized to calculate results as well as a comparison of each fee’s cost recovery performance.
- b. Determine any necessary refinements to core assumptions, revise the fee model, and finalize the cost-of-service analysis. This task represents a reasonable number of iterations to the analytical work products. Obtain final sign off on fee models.

6. FEE COMPARISON

- a. Policy makers often desire a comparison of fee amounts to neighboring jurisdictions. Presence of a comparison will ensure a smoother implementation process and provide a sense of the “market” rate for various services. We will utilize our expertise to compare

similar user fees and charges in up to five (5) neighboring and/or comparable regulatory agencies. A list of comparison agencies will be selected and approved by District staff.

- b. We will download the respective fee schedules from the Internet or make a reasonable attempt to contact each agency if needed for a copy of their current fee schedules. Complete a comparison of the fee categories and amounts, for the most readily comparable fee items that match the District's fee structure.

7. RECOMMENDED PRICING REVIEW

- a. Discuss pricing objectives from the District's perspective, i.e., comfort with full cost recovery or some alternative level of cost recovery. Facilitate this conversation by discussing public/private benefits or causation of each activity, potential market sensitivity, interaction with established District goals or policies, behavior modification influence, and other considerations.
- b. Collect data from the District regarding recommended fees, either at or below the 100% full cost recovery fee amount calculated by NBS. Model the recommended cost recovery performance per fee item, and annually for the District as a whole.

8. FINAL REPORT

- a. Prepare a written report describing the complete work and findings of the project.
- b. Conduct a review session with District staff and members of the executive team to review the findings issued in the draft report. Incorporate edits and issue the final report.

9. MEETINGS AND PRESENTATIONS

- a. Meetings with District staff: The detailed work plan as described above includes sufficient meetings with District staff throughout the course of the Study to assist in development of draft results. We will meet with District staff as needed to complete the scope of work. All meetings required to develop the final report will be managed remotely utilizing video conferencing tools as needed.
- b. Public Presentations of Results: For presentation of the Final Report to the District's Board, committees, or community stakeholders, we are available for either in-person or remote presentations. The scope of services presented herein includes up to two (2) remotely conducted presentations. NBS will prepare presentation materials, conduct meetings to communicate outcomes, and facilitate an understanding of the Study's results and its implications for the District. An in-person meeting option is also provided in the pricing section of our proposal.

NBS GOVERNMENT FINANCE GROUP

Exhibit B

Schedule of Fees

PROJECT COST DETAIL	Consultant Labor (Hours)			Grand Totals	
	Nicole Kissam, Project Manager	Lauren Guido Nicole Huerta NBS Consultant	Kaitlan VanBreemen NBS Analyst	Consultant Labor (Hours)	Consultant Costs (\$)
<i>Hourly Rate</i>	<i>\$210</i>	<i>\$160</i>	<i>\$130</i>		
El Dorado County AQMD Fee Study					
1 - Project Commencement and Data Collection	1.0	1.0	1.0	3.0	500
2 - Fee Structure Review	6.0	8.0	8.0	22.0	3,580
3 - Facilitated Data Collection	4.0	10.0	10.0	24.0	3,740
4 - Cost of Service Analysis	4.0	4.0	4.0	12.0	2,000
5 - Draft Review and Revision	4.0	4.0	4.0	12.0	2,000
6 - Fee Comparison	2.0	2.0	16.0	20.0	2,820
7 - Recommended Pricing Review	4.0	4.0	4.0	12.0	2,000
8 - Final Report	4.0	8.0	8.0	20.0	3,160
9 - Meetings and Presentations	2.0	4.0	4.0	10.0	1,580
TOTAL NOT TO EXCEED PROJECT COST	31.0	45.0	59.0	135.0	\$ 21,380

Optional Fees:

OPTIONAL ON-SITE MEETINGS - \$1,500 per visit

NBS GOVERNMENT FINANCE GROUP

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

03/28/2024

Date

NBS

Type or write name of company

Greg Davidson

Greg Davidson (Mar 28, 2024 15:57 PDT)

Signature of authorized individual

Greg Davidson

Type or write name of authorized individual