

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of April 27, 2010**

**AGENDA TITLE:** Agreement# 408-S1011-NBS Government Finance Group, Inc.

**DEPARTMENT:** Auditor-Controller

**DEPT SIGNOFF:**

**CAO USE ONLY:**

**CONTACT:** Joe Harn

**DATE:** 4/5/2010

**PHONE:** 5456



**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

- 1) Make findings that it is more economical and feasible to contract out the services in accordance with County Ordinance Chapter 3.13, Section 3.13.030.
- 2) Approve Agreement with NBS Government Finance Group, Inc. ("NBS") for the provision of Mello Roos bond administrative services for El Dorado Hills Community Facilities District 1992-1 (Serrano), Community Facilities District 2001-1 (Promontory), Community Facilities District 2005-1 (Blackstone), Community Facilities District 2005-2 (Laurel Oaks), and any additional Community Facilities Districts Bond administration services which may be formed during the term of the contract.

**CAO RECOMMENDATIONS:**

Financial impact?  Yes ( ) No

Funding Source: ( ) Gen Fund ( ) Other  
Other:

**BUDGET SUMMARY:**

Total Est. Cost	\$150,000.00
<b>Funding</b>	
Budgeted	\$150,000.00
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$150,000.00
<b>Change in Net County Cost</b>	<b>\$0.00</b>

**CAO Office Use Only:**

4/5's Vote Required ( ) Yes ( ) No  
Change in Policy ( ) Yes ( ) No  
New Personnel ( ) Yes ( ) No

**CONCURRENCES:**

Risk Management  
County Counsel  
Other

**\*Explain** Funding is from special tax proceeds collected for the Community Facilities Districts

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

Rev. 04/05

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

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

SUZANNE  
**Attest:** ALLEN DE Board of Supervisors Clerk  
SANCHEZ

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



# County of El Dorado

OFFICE OF AUDITOR-CONTROLLER

360 FAIR LANE  
PLACERVILLE, CALIFORNIA 95667-4193  
Phone: (530) 621-5487 Fax: (530) 295-2535

JOE HARN, CPA  
Auditor-Controller

BOB TOSCANO  
Assistant Auditor-  
Controller

April 2, 2010

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Subject: **Agreement #408-S1011**

Dear Board Members:

**Recommendation:**

- 1) Make findings that it is more economical and feasible to contract out the services in accordance with County Ordinance Chapter 3.13, Section 3.13.030.
- 2) Approve Agreement with NBS Government Finance Group, Inc. ("NBS") for the provision of Mello Roos bond administrative services for El Dorado Hills Community Facilities District 1992-1 (Serrano), Community Facilities District 2001-1 (Promontory), Community Facilities District 2005-1 (Blackstone), Community Facilities District 2005-2 (Laurel Oaks), and any additional Community Facilities Districts Bond administration services which may be formed during the term of the contract.

**Reasons for Recommendation:**

The Auditor- Controller requests that the Board of Supervisors approve Agreement #408-S1011 with NBS to provide Mello Roos Community Facilities District bond administration services, for a period of three years with a not-to-exceed amount of \$150,000. The County Officer or employee with responsibility for administering this agreement is Joe Harn, Auditor-Controller.

Since the County issued its first Mello Roos bonds in 1994, the County has engaged special tax consultants to provide bond administration services to the County. The cost of these services will be exclusively the responsibility of the property owners in the district. The only foreseeable circumstance that would make the County partially responsible for debt service payments or damages to bond investors would be if an error or omission is made by the County in the formation of the district, in the preparation of the offering statement, in the ongoing SEC required disclosures, or in the administration of the assessment district. NBS assists the Auditor-

Controller's Office in administering the County's Mello Roos Districts in accordance with state

**Board of Supervisors**

**April 2, 2010**

**Page Two**

Controller's Office in administering the County's Mello Roos Districts in accordance with state law, federal law, and the various bond indentures. NBS assists Cities and Counties in California in managing over 200 Mello Roos Districts. With NBS assistance, the County's likelihood of a material error or omission in administering the County's Mello Roos Districts is reduced to a low level. The Auditor-Controller recommends that the county contract with NBS to prepare the District's tax roll, and to serve, when requested, as the County's expert in Mello Roos District administration.

In accordance with County Ordinance Chapter 3.13, Section 3.13.030, comparative cost analysis would not be feasible. Special skills and qualifications are needed to perform the work of this contract and the Consultant possesses the skills and experience specific to those required for bond administration of Mello Roos Districts.

**Fiscal Impact:**

Funding is from special tax proceeds collected for the Community Facilities Districts.

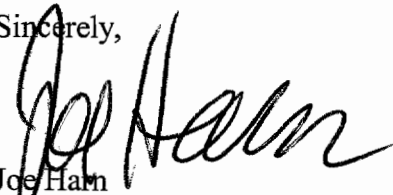
**Net County Cost:**

None.

**Action to be Taken Following Approval:**

- 1) Board Clerk's office will forward the executed agreement to the Auditor-Controller for distribution.

Sincerely,



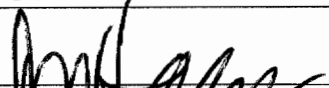
Joe Ham  
Auditor-Controller

# CONTRACT ROUTING SHEET

Date Prepared: 3/30/10

Need Date: ASAP

**PROCESSING DEPARTMENT:**

Department: Auditor-Controller  
Dept. Contact: Keely Gonzalez  
Phone #: 5421  
Department Head Signature: 


**CONTRACTOR:**

Name: NBS  
Address: 32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
Phone: (800) 676-7516

**CONTRACTING DEPARTMENT:** Auditor-Controller

Service Requested: Mello Roos CFD Bond Administration Services  
Contract Term: 5/1/10 – 4/30/2013 Contract Value: \$150,000.00  
Compliance with Human Resources requirements? Yes: X No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_


**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: April 2, 2010 By:   
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

10 APR - 5 AM 8:52

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 4/5/10 By:   
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/24/2009

**PRODUCER License # 0B23506 (858) 541-2900**  
**Vanorsdale Insurance Services**  
 4909 Murphy Canyon Road, Suite 510  
 San Diego, CA 92123

**INSURED**  
**NBS Government Finance Group**  
 32605 Temecula Parkway, Suite 100  
 Temecula, CA 92592

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Maryland Casualty Insurance Company	
INSURER B:	American States Insurance Company	
INSURER C:	Republic Indemnity	
INSURER D:		
INSURER E:		

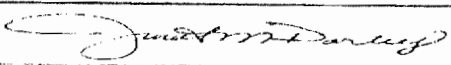
**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR)	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS00053837	9/24/2009	9/24/2010	EACH OCCURRENCE	\$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 2,000,000	
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CH0603345	9/24/2009	9/24/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	17355503	9/24/2009	9/24/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		E.L. EACH ACCIDENT				\$ 1,000,000	
		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*Except 10 days notice of cancellation for non-payment of premium.

El Dorado County is named additional insured per CG2010 07/04 form regarding General Liability.

CERTIFICATE HOLDER	CANCELLATION
El Dorado County 360 Fair Lane Placerville, CA 95667-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED OWNERS, LESSEES OR  
CONTRACTORS SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
El Dorado County	Placerville, CA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

AGREEMENT FOR SERVICES # 408-S1011

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and NBS Government Finance Group, dba 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, California 92592 (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide Mello Roos Community Facilities District bond administration services; and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

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

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Consultant agrees to furnish the personnel and equipment necessary to provide each and every service noted on the Scope of Services marked as Exhibit "A", "Scope of Services", incorporated herein and made by reference a part hereof. The optional services noted in Exhibit "B" marked "Optional Services", incorporated herein and made by reference a part hereof, shall be provided by Consultant upon receipt of written request from the County Contract Administrator.

## **ARTICLE II**

**Term:** This Agreement shall become effective May 1, 2010 and shall expire April 30, 2013.

For the two (2) subsequent years, this Agreement may be extended for an additional one-year period if mutually agreed between the parties hereto in writing not less than thirty (30) days prior to the expiration of the then current Agreement.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be computed using the billing rates and fee schedule as specified in Exhibit "C", marked "Schedule of Fees", incorporated herein and made by reference a part hereof.

Additional Community Facilities Districts (CFD) may be added during the term of this project. Work to be done for these CFDs will be performed at the request of the County. The County Auditor-Controller will approve in writing a budget with Consultant per project for the new CFDs. The Consultant understands that the County will not pay outside of said budget without prior written approval. The consultant will submit a proposal, and upon receiving a Notice to Proceed from the County Auditor-Controller, begin project. Work done prior to the Notice to Proceed or outside of authorized services will not be paid. Invoices shall be computed using the billing rates as specified in Exhibit "C", marked "Schedule of Fees", incorporated herein and made by reference a part hereof.

Payoff calculations, partial payoff calculations, and related analysis shall be paid by the requesting property owner.

The total amount of the Agreement shall not exceed \$150,000.00.

In the event that Consultant fails to deliver in a timely fashion, in the form specified, the deliverables required in this Agreement, County at its sole option may: delay the monthly payment for the period of time equal to the Consultant's delay; cease all payments until such time as the required deliverables are received; or proceed as set forth in **ARTICLE IX – Default, Termination and Cancellation.**

## **ARTICLE IV**

**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 V**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement without prior written approval of County Contract Administrator.



## **ARTICLE VI**

**Assignment and Delegation:** Consultant is engaged by County 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 County.

## **ARTICLE VII**

**Independent Consultant/Liability:** 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 terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and sub-Consultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

## **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed 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 County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## ARTICLE IX

### Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement 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:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. 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 X

**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 County shall be addressed as follows:

COUNTY OF EL DORADO

Auditor-Controller

360 Fair Lane

Placerville CA 95667

Attn: Joe Harn

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

NBS Government Finance Group, DBA NBS  
32605 Temecula Parkway, Suite 100  
Temecula CA 92592  
Michael Rentner, President

or to such other location as the Consultant directs.

#### **ARTICLE XI**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, 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 Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, sub-Consultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager 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 of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

- G. Consultant agrees that the insurance required above 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 the 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 the Consultant fails to keep in effect at all times insurance coverage as herein provided, 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;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the 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 the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its 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 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

### **ARTICLE XIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### **ARTICLE XIV**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant.

### **ARTICLE XV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement.

It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

### **ARTICLE XVI**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

### **ARTICLE XVII**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**ARTICLE XVIII**

**County Business License:** 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 Code Section 5.08.070.

**ARTICLE XIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Joe Harn, Auditor-Controller, or successor.

**ARTICLE XX**

**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 to the obligations set forth herein.

**ARTICLE XXI**

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

**ARTICLE XXII**

**Venue:** 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 XXIII**

**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.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Joe Harn  
Auditor-Controller

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Joe Harn  
Auditor-Controller

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

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

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONSULTANT --

Dated: \_\_\_\_\_

NBS Government Finance Group, dba NBS  
A California Corporation

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

Michael Rentner  
President  
"Consultant"

By: \_\_\_\_\_  
Corporate Secretary

Dated: \_\_\_\_\_

**Exhibit "A"**  
**SCOPE OF SERVICES**

1. Maintain the Community Facility District Parcel Database
  - a. Obtain Assessor's parcel maps and recorded tract maps for verification of parcels and acreage with the Community Facilities District (CFD) as needed.
  - b. Establish a list of all parcel numbers within the CFD. Said list shall identify the acreage and property classification of each parcel for taxing purposes.
  - c. Establish the database structure, input information on all applicable parcels, and provide database information on 3 ½" floppy disk (or acceptable medium) to the County Auditor's staff on or before August 1<sup>st</sup> of each year, or on or before a date specified in writing by the County Contract Administrator. Said database structure shall include, but not be limited to, the assessor's parcel number, classification of each parcel, and the amount of the special tax levied on each parcel for each year.
  
2. Determine the Annual Tax Levy
  - a. Identify the amount of principal and interest due in the next tax year and review bond funds for interest earnings available as a credit against the annual levy.
  - b. Review delinquency information provided by the County Auditor's Office, for the CFD to determine if delinquency coverage or replenishment of the reserve fund should be included in the annual levy.
  - c. Apportion the aggregate special tax to each taxable parcel within the CFD according to the provisions of the document entitled Rate and Method of Apportionment.
  
3. Submit the Annual Special Tax Levy to the Auditor-Controller
  - a. Using the tax roll database, prepare and submit the special taxes for the appropriate roll year to the Auditor-Controller, Property Tax Division, by no later than August 1<sup>st</sup> of each calendar year, or on or before a date specified in writing by the County Contract Administrator. The special taxes must contain the information and be in the format required by the Auditor-Controller.
  - b. Research, correct, recalculate and resubmit as necessary any information that is incorrect due to the rejection of a parcel(s) or dollar amount by the County during processing of the special taxes. Submit corrected special tax information as directed by the Auditor-Controller by no later than August 10th of each calendar year, or other date as may be authorized by the County Contract Administrator.



- c. Prepare direct bills for any amounts not collectible through the County tax rolls by October 1<sup>st</sup> of each calendar year as needed, or on specific days as requested in writing by County Contract Administrator.
4. Prepare and Submit the Annual Report
    - a. Prepare the annual Special Tax Report for all CFDs. This report shall provide comprehensive information on the status of the district and the amount of special taxes levied for the report period. Said annual report shall be submitted to County Auditor's staff on or before November 15th of each calendar year.
  5. Provide Fund Management Services
    - a. Analyze fund account(s) twice each year to determine availability of surplus funds or the requirement to call bonds.
    - b. Perform all required bond call spreads and calculate a revised debt service schedule and coordinate the early redemption of outstanding bonds.
    - c. Provide bond calls calculations on how to appropriately transfer funds to County Auditor's Staff no later than forty-five (45) days prior to bond call dates.
  6. Prepare and Submit reports to the California Debt and Investment Advisory Commission (CDIAC)
    - a. Prepare all reports required by the CDIAC on behalf of the County. Said reports shall be reviewed and approved by authorized County staff prior to submittal to the CDIAC. Copies of approved reports shall be forwarded to the County.
  7. Continuing Disclosure: In accordance with the Disclosure Certificate of the Issue, Consultant will assist in compliance with the annual disclosure requirement of the SEC Continuing Disclosure Rule 15c2-12. Services shall include, but not be limited to, the following:

Document Review: NBS will review pertinent documents of the issue, including the Official Statement and Disclosure Certificate.

NBS will identify material such as the Consolidated Annual Financial Report and/or other operating data that the County has agreed to provide in the Disclosure Certificate.

Data Collection: NBS will collect the annual financial information and operating data that the County has agreed to provide to each Nationally Recognized Municipal Securities Information Repository (NRMSIR) and the appropriate State Information Depository (SID), if any.

Report Preparation: NBS will prepare the Annual Disclosure Report as required in the Disclosure Certificate.

Annual Dissemination: NBS will disseminate the Annual Disclosure Report to state and national repositories.

Significant Events: NBS will prepare and disseminate a “Notice of Significant Event” to the appropriate SID and to either each NRMSIR or the Municipal Securities Rulemaking Board (MSRB). Action will commence upon notification by the County of the occurrence of any of the events as listed in the Continuing Disclosure Certificate, if deemed by the County to be material.

8. Miscellaneous Support Services

- a. Provide a toll-free phone line to field inquiries from property owners, County staff, bond investors and other interest parties.
- b. Disburse written documentation, information, brochures, etc. as directed by the County.
- c. Prepare written updates for distribution to bond investors as directed by County staff in writing.
- d. Attend meetings with County staff for the purpose of discussing status of a CFD(s) or other associated subjects as requested by the County Contract Administrator.
- e. Summarize changes in the Mello Roos Community Facilities law and inform County in writing of the effects of said changes on the CFD.
- f. Provide additional reports relating to parcel activity, annual special tax levies, property ownership, and other information relating to district administration upon request by the County.
- g. Full Payoff Calculations – Provide written payoff calculations to requesting parties when authorized in advance as needed. This service is to be performed as part of contract when requested by County Staff or Property Owner. Payment shall be made by requesting property owner.
- h. Partial Payoff Calculations – Provide partial payoff calculations and related analysis as allowed by the CFD formula when authorized in writing by the County in advance.

This service is to be performed as part of the contract when requested by County Staff or Property Owner. Payment shall be made by requesting property owner.

**Exhibit "B"**  
**OPTIONAL SERVICES**

**Optional services shall not be paid unless pre-approved in writing by the County Contract Administrator. Pre-approval will include a budget with billing rates and a not to exceed amount.**

1. Notices of Default – Preparation of Notice of Default letters to first deed of trust holders prior to the initiation of foreclosure proceedings when directed to do so by the County.
2. Direct Judicial Foreclosures – Provide delinquent amounts, penalty and interest charges to the County’s foreclosure counsel to initiate foreclosure proceedings.
3. Disclosure of Annual Special Taxes – Prepare procedures to be followed in disclosing special tax information to developers and prospective property owners. Prepare Notice of Special Tax for each parcel in the CFD when requested to do so by the County Auditor’s staff.
4. Provide Delinquency Research and Reporting Services
  - a. Provide written recommendations regarding development of policies and procedures for pursuing delinquent special taxes as requested. Based upon direction from County staff, prepare written policies and procedures for approval and adoption by the County.
  - b. Provide advice and technical assistance when requested by County Staff regarding the administration of delinquency matters.
5. If requested in writing by County, prepare the Special Tax Report and Assist with Proceedings
  - a. Prepare a Board Resolution and necessary exhibits thereto, authorizing the annual levy, for approval by the Board of Supervisors. Submit said resolution and exhibits to the County Auditor’s staff on or before July 15th (providing NBS has one week to research parcel changes after the secured roll is finalized) of each calendar year. Said exhibits shall include, but not be limited to the following:
    - Maximum special tax rate in effect for given fiscal year
    - Parcel listing by APN and special tax for given year
    - Detailed delinquency information
  - b. Prepare and submit the Special Tax Levy report in support of the proposed Board Resolution to the County Auditor’s staff on or before July 15th of each calendar year.

Attend Board of Supervisors meetings relating to the levying of the special tax as requested by County Contract Administrator in writing.

6. Provide information, analysis and support to requesting parties as needed for additional bond sales, refundings, new CFDs, and similar efforts.
7. Arbitrage Rebate Calculations –Arbitrage rebate calculations shall be provided by Bond Logistix, LLC, and cost of said service shall be payable by County directly to Bond Logistix.

NBS to provide rebate calculations on an as-needed basis when requested in writing by County staff, only. The calculation shall be accompanied by a legal opinion. In the situation NBS performs the rebate calculations, the fee shall be in accordance with the fee schedule attached hereto and identified as Exhibit “C”.

**Exhibit "C"**  
**SCHEDULE OF FEES**

**Annual Administration Services**

All services outlined in Exhibit "A", Scope of Services, will be billed at the following rates:

**Serrano El Dorado Hills CFD No.1992-1 Annual District Fee..... \$3,000.00**  
**Annual Per Parcel Fee.....\$10.00**  
 (Up to a maximum of 1,300 parcels. Any parcels in excess of 1,300 shall be at no additional charge)

**Promontory CFD No. 2001-1 Annual District Fee ..... \$3,000.00**  
**Annual Per Parcel Fee.....\$10.00**  
 (Up to a maximum of 850 parcels. Any parcels in excess of 850 shall be at no additional charge)

**Blackstone CFD No. 2005-1 Annual District Fee ..... \$3,000.00**  
**Annual Per Parcel Fee.....\$10.00**  
 (Up to a maximum of 850 parcels. Any parcels in excess of 850 shall be at no additional charge)

**Laurel Oaks CFD No. 2005-2 Annual District Fee ..... \$3,000.00**  
**Annual Per Parcel Fee.....\$10.00**  
 (Up to a maximum of 850 parcels. Any parcels in excess of 850 shall be at no additional charge)

**Additional CFD's Annual District Fee.....\$2,000.00-\$4,000.00**  
**Initial Set Up Fee.....\$0.00-\$3,000.00**  
**Annual Per Parcel Fee.....\$10.00**  
 (Range of maximum parcels may be between 500 to 1,000 parcels, dependent on the size of the CFD. Any parcels in excess of maximum parcels shall be at no additional charge)

Payoff Calculations (paid by requesting party) .....\$150.00 per parcel  
 Notice of Special Tax .....\$10.00 per parcel  
 Notice of Default and Effect Removal from Tax Roll..... hourly\*  
 Subsequent Foreclosure Work ..... hourly\*

**Continuing Disclosure**

Annual Report Fee (per report).....\$1,500  
 Special Event Notification ..... hourly or \$100 per event

**Dissemination Services**

Report Dissemination (per recipient).....\$25  
 Significant Event Dissemination (per recipient) .....\$25

**EXPENSES**

Customary out-of-pocket expenses will be billed to the County at actual cost to NBS. These expenses may include, but not be limited to travel, postage, telephone, reproduction, meals and various County charges for tapes, maps, and recording fees. Travel and overnight mail charges will not be paid unless prior written approved was obtained from the County. The total out-of-pocket expenses for all districts for one year shall not exceed \$1,500.00.

**Optional Services**

Bond Call Calculations .....	INCLUDED
Other Services .....	hourly*
Arbitrage Rebate Calculations	
Base Fees	
Commitment Fee .....	\$500.00
Report Fee .....	2,250.00

**Additional Service Fees**

Computation Periods in Excess of 18 Months (per year) .....	\$500-1,000
Commingled Funds Analysis (as appropriate) .....	500-1,000
Transferred Proceeds Analysis (as appropriate) .....	500-1,000
Variable Rate Issues .....	500-1,000

**\*Hourly Billing Rates**

**Services provided at hourly rates shall be billed as follows:**

Directors .....	\$135.00
Engineer .....	\$125.00
Senior Consultant/Programmer .....	\$110.00
Consultant .....	\$ 85.00
Analyst .....	\$ 65.00
Clerical Support/Administrative Assistants .....	\$ 45.00

The total amount for services to be provided under terms of this contract shall not exceed \$150,000.00.

Consultant reserves the right to annually adjust hourly rates within reason, and upon thirty (30) days prior written notice to County.