MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve Agreement with NBS to Provide Consulting Service of Fire Inspector Development Fee Schedule

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with NBS to Provide Consulting Service on the Development Fee Schedules for County Fire Prevention Inspector I/II and Collections Processes, in an Amount not to Exceed $12,695.00; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County Fire Prevention Inspector I and II have primary responsibility to performs a wide variety of fire, life safety inspections, weed abatement, brush clearance, and education for all state mandated sites throughout the county including but not limited to schools, hotels, motels, assembly halls, churches, day care homes, pre-schools, and mental care facilities. Inspects residential, commercial buildings, and new construction in a thorough manner and accurately detects fire hazards and deviations from fire codes and standards. Assess conformity to California Fire Code, National Fire Protection Standards, Mariposa County Ordinances, and all other State and local fire life safety codes. Conducts annual license and permit inspections as assigned, reviewing applications, new and remodel construction plan review as it pertains to Title 19 fire protection, alarms systems, and access/egress for emergency fire equipment, issuing permits and performing inspections related to encroachments, new construction, public infrastructure, code enforcement, and food handling, to name just a few.

Currently fees are collected from permit applicants and other users that directly benefit from the services they are receiving. Collected fees are intended to offset the costs incurred in providing these services. Fees collected through the Building Department for County Fire are based on the County’s adopted Fee Schedules. However, there is no specific Fee Schedule for Fire Prevention Inspector I or II and any fee that are collected for services provided by Fire Prevention Inspector are done under the Building Department Fee Schedule.

The goal of County Fire Prevention Inspector fees schedules is to collect fees that fairly and equitably recover the different services costs incurred by the County. The structure in which the County is organized to provide land prevention services has changed with the development of a Fire Prevention and Inspection program. There are some services provided today that were not provided at all for which no fees have been established in the fee schedules. Because fee schedules have not been comprehensively reviewed and updated for the Fire Prevention Inspector Position, it is anticipated that new fees will likely be required to meet the goal of
supporting and compensating Fire Prevention Inspector position and expanding prevention/inspection program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has utilized the services of NBS in the past for FEE schedule consultation and development with positive feedback on their services provided.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and continue to utilize a flat fee billed through Mariposa County Building fee schedule for all the different services and associated time frames provided through the Fire Prevention Inspector program.

FINANCIAL IMPACT:
Funding of this service will be paid from approved County Fire budget proffesional services line $12,695

ATTACHMENTS:
NBS Agreement 2021  (PDF)
InsuranceCertificate (3)  (PDF)

RESULT:  ADOPTED [UNANIMOUS]
MOVER:  Wayne Forsythe, District IV Supervisor
SECONDER:  Tom Sweeney, District II Supervisor
AYES:  Smallcombe, Sweeney, Long, Forsythe, Menetrey
AGREEMENT FOR FIRE PREVENTION FEE STUDY

THIS AGREEMENT ("Agreement") is made and entered into this 1 day of November 2021 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and NBS Government Finance Group ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or October 25, 2022, whichever is earlier.

2. SERVICES

Contractor shall perform a Fire Prevention Fee Study as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $12,695.00. Contractor’s hourly rates are listed in Exhibit A, "Scope of Work." County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit
shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor’s profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor’s insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days’ notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amending endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County’s sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an
employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor’s compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR: Michael Rentner President & CEO

COUNTY: Steven Ward, Division Chief
County of Mariposa
4802 Highway 140
Mariposa, CA 95338
12.  COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13.  PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14.  ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15.  ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16.  TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,
but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, “Scope of Work.” In addition, Contractor understands and agrees that County may, in County’s sole discretion, refuse to pay Contractor for that portion of Contractor’s services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. **NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. **DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. **CAPTIONS**

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. **NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

21. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

22. **SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.
28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Michael Rentner
President & CEO

Approved as to Legal Form:

Steven W. Dahlem
County Counsel
Mariposa County
Steven Ward  
Division Chief Operations 4203  
Mariposa County Fire Department  
4802 Highway 140  
Mariposa, CA 95338

RE: Proposal for a Fire Prevention Fee Study

Dear Chief Ward:

It has been a pleasure speaking with you regarding the Department’s desire to complete a Fee Study for the Mariposa County Fire Department. This effort is fundamental to the Department’s fiscal sustainability.

We are proud of our established relationship with the County. Most recently we completed a Fee Study for the County’s development service areas such as Planning, Building and Public Works. As a firm, we also have a historical relationship performing annual special district administration services for the County.

The following includes information about the Fee Study’s proposed scope of services, project team, schedule, and professional fees for your review.

SCOPE OF SERVICES

This Fee Study’s goal is to establish and/or update fees for service specific to the needs of the Department’s Fire Prevention program. Types of fees that will be evaluated include fees for annual occupancy inspections, development plan review and inspection, sprinkler and alarm plan review and inspection, monitoring and permitting of vacation rentals, and similar regulatory services. In most cases, the only legal limitation on the establishment of these fees is that they may not exceed the estimated and reasonable costs incurred to provide the service or perform the function for which the fee is charged.\(^1\) The Study will identify the total estimated and reasonable costs of providing these services and translate those costs into a schedule of regulatory fees for review and adoption by the Board of Supervisors.

NBS will review all fire prevention fees that can be analyzed on a time estimate or time data per activity basis. Development impact fees (AB 1600), taxes, penalties, fines, and fees regulated or set by the State are generally not included in this analysis.

The key deliverables for this project include:

- A written report detailing the justification of fees to be considered for adoption
- Technical appendices displaying the analytical support for findings
- Meetings with staff during the project to develop Study outcomes

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\(^1\) California Constitution, Article XIII C (1) (e)
Future access to NBS experts as the need arises

Work Plan

Our detailed task plan for completing the Fee Study is as follows.

**TASK 1. PROJECT COMMENCEMENT AND DATA COLLECTION**

NBS will issue a consolidated data request to the Department. 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.

Conduct a project commencement meeting with Department 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.

**TASK 2. FEE STRUCTURE REVIEW**

Meet with the Department to review the existing fee structure (fee names and categories) and gather staff’s ideas for modifying or enhancing current practices. Work with staff to determine the most effective and efficient type of fee structure based on the organization, permit tracking software capabilities, input from staff, etc. Applying industry expertise, recommend and develop revisions to existing fee structures including any deletion of fees, potential new fees, or changes in billing practices.

**TASK 3. TIME STUDY**

Initiate review of the organizational, workload, and time estimate (or tracked) data needed to calculate the cost of providing each fee for service. Communicate the subsequent steps to develop data necessary 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. 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.

**TASK 4. COST-OF-SERVICE ANALYSIS**

Determine the full cost of service on an annual basis for the Department. The analysis will reflect all identifiable direct and indirect costs of providing services and will also incorporate applicable indirect costs, such as those defined by the Department’s organizational structure as well as the County’s annual Cost Allocation Plan.² Segregate total annual costs between fee-recoverable and non-fee recoverable services.

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² County is responsible for providing a Cost Allocation Plan or similar overhead cost analysis
Calculate fully burdened hourly rates for the fire prevention program. Rates will consider the applicability of productive hours or direct-billed hours as the basis for calculation.

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 fee adopted by the Board of Supervisors.

**TASK 5. DRAFT REVIEW AND REVISION**

Review the draft results of the Study with Department staff. Determine any necessary refinements to core assumptions, revise core analytical modules and finalize the activity costs of service. This task represents one planned iteration of the analytical work products. Obtain final sign off on fee models.

**TASK 6. RECOMMENDED FEE ANALYSIS**

Discuss pricing objectives from the Department’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 goals or policies, behavior modification influence, and other considerations.

Collect data from the Department 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 Department as a whole.

**TASK 7. FINAL REPORT**

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

**TASK 8: MEETINGS AND PRESENTATIONS**

This proposal assumes the following regarding meetings during the Study and presentations of results:

**Meetings with Staff** – NBS will conduct meetings with Department staff to initiate the study process, review and discuss work products and gain insight from staff on the direction of the study. All work-in-progress meetings will be held via conference call or video conferencing format. We also expect to have regular email exchanges and phone conversations with staff to review data, discuss the study’s progress, solicit input, and review the study’s results.

**Presentations** – NBS will prepare PowerPoint presentations and present findings to the board of Supervisors, Board Subcommittees, or industry stakeholders as needed. Within the professional fees proposed for the project, we have included up to two remotely conducted meetings. In person presentations/meetings are included as an optional task in this proposal.

**OPTIONAL TASKS**

The following are optional tasks that the Department could select to enhance the scope of services for this project:
1. **Fee Comparison** - Policy makers often desire a comparison of fee amounts to neighboring jurisdictions. Although an “apples to apples” comparison of cost recovery policy and fee structures between agencies is challenging, a comparison can ensure a smoother implementation process. NBS will utilize our industry expertise comparing similar fire prevention fees in up to five (5) neighboring and comparable communities. A list of communities will be selected and approved by Department staff. We will download their respective fee schedules and supporting studies from the Internet. If schedules and supporting studies are not available on the Internet, we will make a reasonable attempt to contact the agency to obtain that information. We will then compile a comparison of the fee categories and amounts, for the most readily comparable fee items that match existing and proposed fire prevention fees.

2. **Additional Presentation of Materials** – For an additional fee, the NBS project manager can conduct additional remote, or in-person presentations as needed. NBS will prepare PowerPoint presentations and present findings to the board of Supervisors, Board Subcommittees, or industry stakeholders, etc.

**PROJECT TIMELINE**

The estimated timeline required for this Fee Study is three to four months for production of the final report. Implementation of the fee program through Board of Supervisor meetings, etc. would be at the County’s discretion once the final report is completed. Additionally, we are accustomed to running projects in a shorter timeframe if that is needed for this engagement. At project commencement, we will prepare a detailed timeline with specific calendar dates of key events for the Department’s review, comment, and mutual acceptance. NBS will provide periodic progress reports to assure progress is maintained according to timeline objectives.

**PROJECT TEAM**

For 25 years we have provided a full range of cost and revenue consulting services to California’s local governments. Our senior project team members proposed for this engagement have completed more than 100 similar engagements over the life of their careers.

The following provides an overview of NBS professional staff that would be assigned to this project. Full-length resumes for the key project team staff are available upon request.

**NICOLE KISSAM, PROJECT MANAGER**

**Role and Responsibilities:** Nicole Kissam will manage the ongoing administration of the project, serving as the primary point of contact for Department’s staff and directing the work efforts of our project team. She will be fully conversant in all findings and available for public events as needed. She will work closely with the Department’s designated project manager to monitor the schedule and delivery of work products to the Department’s satisfaction. While designing and directing analytical efforts, she will also provide senior-level technical analysis.
Work Experience: Nicole Kissam is Director of NBS’ Financial Consulting Group. She has an extensive background in public sector consulting, city government, corporate management, marketing and public relations. Nicole has been a financial and management consultant to local government for 20 years, specializing in cost recovery policy, strategy, and analysis. Her subject matter expertise includes cost allocation plans, user and regulatory fee analysis, impact fee analysis, financial plans, business process improvement, and operational best management practices for California agencies. Nicole holds a Bachelor of Science in Business Administration from California Polytechnic State University in San Luis Obispo. She has completed similar projects as requested by the Department for many agencies across California.

LAUREN GUIDO, CONSULTANT

Roles and Responsibilities: Under the direction of the project manager, Lauren Guido will support this project as needed with the completion of key aspects of the project’s Task Plan, including but not limited to fee model development, data collection and analysis, timeline management, draft reviews, and documentation efforts.

Work Experience: Lauren is a Consultant with NBS and brings more than a decade of accounting and financial management experience in the public and private sector to our project team. She has extensive applied skills in analytical software, databases, and spreadsheets and a special talent for graphical display of complex information in presentations to elected and community stakeholders. Lauren has a Bachelor of Fine Arts and Multimedia from Woodbury University.

NICOLE HUERTA, CONSULTANT

Role and Responsibilities: Under the direction of the project manager, Nicole Huerta will support projects as needed with the completion of key aspects of the project’s Task Plan, including but not limited to organizational interviews, fee model development, data collection, timeline management, draft reviews, and documentation efforts.

Work Experience: Nicole Huerta has a Bachelor of Arts degree in Business Administration from California State University, Fullerton. She has more than a decade of research and analysis experience for public and private industry, including supporting cost allocation, user and regulatory fee studies. Nicole has extensive background in public finance and governmental accounting practices and policies as well as experience working with analytical software, databases, and spreadsheets.

PROFESSIONAL FEES

Our detailed project budget is shown below. Our professional fees are based on our understanding of the Department’s needs and the effort we believe is necessary to complete the scope of services described in our proposal. We express this honestly and transparently through our price proposal.

Work will be performed on a time and materials basis, at the hourly labor rates shown in the budget table below. Our all-inclusive maximum pricing for this project is $12,695.
### PROJECT COST DETAIL

<table>
<thead>
<tr>
<th>Work Plan: Fire Prevention Fee Study</th>
<th>NBS Consultant Labor (Hours)</th>
<th>Grand Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Director</td>
<td>Consultant</td>
</tr>
<tr>
<td>1 - Project Commencement and Data Collection</td>
<td>1.0</td>
<td>1.0</td>
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<tr>
<td>2 - Fee Structure Review</td>
<td>2.0</td>
<td>8.0</td>
</tr>
<tr>
<td>3 - Time Study</td>
<td>2.0</td>
<td>12.0</td>
</tr>
<tr>
<td>4 - Cost-of-Service Analysis</td>
<td>8.0</td>
<td>12.0</td>
</tr>
<tr>
<td>5 - Draft Review and Revision</td>
<td>2.0</td>
<td>6.0</td>
</tr>
<tr>
<td>6 - Recommended Fee Analysis</td>
<td>2.0</td>
<td>6.0</td>
</tr>
<tr>
<td>7 - Final Report &amp; Presentation</td>
<td>6.0</td>
<td>12.0</td>
</tr>
<tr>
<td>8 - Meetings and Presentations</td>
<td></td>
<td>included</td>
</tr>
<tr>
<td><strong>TOTAL NOT TO EXCEED AMOUNT</strong></td>
<td>23.0</td>
<td>57.0</td>
</tr>
</tbody>
</table>

NBS’ hourly rates are inclusive of all costs associated with professional time, such as document production, and incidentals. These rates will apply for the duration of our contract.

### Optional Services

Should the Department wish to complete the Optional Services described in this proposal, the following professional fees would apply.

1. **Fee Comparison** - $2,000
2. **Additional Presentation of Materials** - Fees for additional implementation related presentations/meetings are as follows:
   - Remotely conducted - $550 per meeting.
   - In person meetings are not to exceed $1,750 per meeting, which includes professional fees of $1,000 per meeting plus any travel expenses not to exceed $750 per meeting.

We recommended the County authorize a project contingency budget for the cost of any optional services that may be required or potentially needed. This contingency budget would be utilized only upon authorization from the County’s project manager.

### Terms

At no time will we invoice for charges in excess of the mutually agreed upon fee amount. Should additional services be requested of NBS beyond those described in this document, we will discuss those requests and associated costs at that later time and only invoice for additional fees upon separate written authorization. NBS proposes to invoice monthly, following recorded consultant time on the project, paralleling our completion of the work. If payment is not received within 90 days, simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel contracts with 30 day’s written notice.
As Director of the Financial Consulting Group for NBS, I will be the primary contact for this engagement. Please contact me at 800.434.8349 or via email at nkissam@nbsgov.com with questions about our proposal or about preparation of a professional services agreement. We would genuinely like to work on this project and help the Department move forward successfully.

Sincerely,

Nicole Kissam
Director, Financial Consulting Group