

RESOLUTION NO. 2024-004

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COPPER VALLEY COMMUNITY SERVICES DISTRICT APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR PARCEL TAX ADMINISTRATION SERVICES WITH NBS

WHEREAS the Copper Valley Community Services District (District) Board of Directors wish to secure professional services for Parcel Tax Administration Services; and

WHEREAS, NBS has performed well in past years with the District; and

WHEREAS, NBS has submitted a proposal for services acceptable to the District.

NOW, THEREFORE, BE IT RESOLVED that: The Copper Valley Community Services District (District) Board of Directors approve a Professional Services Agreement for Parcel Tax Administration Services with NBS and Authorize the General Manager to sign.

PASSED AND ADOPTED by the Board of Directors of the Copper Valley Community Services District on August 20, 2024 by the following vote:

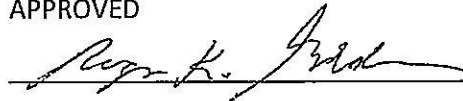
AYES: Golden, Vezina, Albertson, DeBaldo, Coleman

NOES: 0

ABSTAIN: 0

ABSENT: 0

APPROVED



BOARD PRESIDENT, COPPER VALLEY CSD

ATTESTED:



SECRETARY

CERTIFICATE OF SECRETARY I, Peter Kampa, the duly appointed and acting Secretary of the Board of Directors of the Copper Valley Community Services District, do hereby declare that the foregoing RESOLUTION NO. 2024-004 was duly passed and adopted at a Regular Meeting of the Board of Directors of the Copper Valley Community Services District duly called and held on August 20, 2024

SIGNED: Peter J. Kampa DATED: August 29, 2024



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Temecula, CA 92592  
Toll free: 800.676.7516

[www.nbsgov.com](http://www.nbsgov.com)

July 22, 2024

Peter Kampa  
General Manager  
**Copper Valley Community Services District**  
1000 Saddle Creek Drive  
Copperopolis, CA 95228

**Subject: Parcel Tax Administration Services**

Dear Mr. Kampa,

NBS would like to thank you for the opportunity to continue to provide Parcel Tax Administration Services for the Copper Valley Community Services District ("District"). We look forward to continuing our professional relationship.

Please review and upon signing, email one copy to [contracts@nbsgov.com](mailto:contracts@nbsgov.com).

#### **Scope of Services**

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### **Parcel Tax Calculation and Tax Roll Billing**

#### **KICK-OFF MEETING: MEET WITH DISTRICT STAFF TO DISCUSS:**

- Tax roll billing steps and appropriate timeline
- Method of application of the Parcel Tax and the data required to establish the proper procedure for levying
- Process for any appeals or disputes

#### **DATA COLLECTION**

Gather and review data pertinent to the calculation and billing of the Parcel Tax. Data will be obtained from various sources such as Assessor's parcel maps and County Assessor information as determined to be necessary based on the requirements of the formula.

#### **ANNUAL MEMO**

Prepare an annual memo for the Board of Directors outlining the updating maximum rates and anticipated levy amounts for the upcoming fiscal year, delivered by April 30<sup>th</sup> each year.

#### **QUALITY CONTROL**

Perform cross-reference tests looking at the various data sources, land use codes, and other pertinent information to improve accuracy of application of the charges.

#### **DATABASE MAINTENANCE**

Maintain and periodically update a database for all parcels and relevant parcel information within the service area.

**LEVY CALCULATION**

Calculate the annual levy for each parcel within the District following the guidelines established in the formula.

**LEVY SUBMITTAL**

Submit the levy to the County Auditor Controller in the required electronic format by the deadline set forth by the County each year. Levies rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced with payment to be directed to the District.

**REPORTING**

Provide an annual Levy Report by December 1<sup>st</sup> each year. The report will include a parcel listing with levy amounts, and the Local Agency Special Tax and Bond Accountability Act requirements per sections 50075.1 and 50075.3 of the California Government Code. Parcel and levy data can be provided electronically if desired.

**CONSULTING SUPPORT**

NBS will provide a toll-free phone number for use by the District, other interested parties and all property owners. Our staff will be available to answer questions regarding the Parcel Tax. Bilingual staff is available for Spanish-speaking property owners.

**Fees**

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**Parcel Tax Calculation and Tax Roll Billing**

Consulting Fee ..... \$4,675

**ANNUAL FEE INCREASES**

Cost of living increases may be applied to the Tax Roll Billing Services listed above on October 1 each year, beginning with the invoices issued on October 1, 2025. The COLA would be the actual cost of living increase based on the 12-month change from May to May in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the applicable region for the District’s location.

**EXPENSES**

Customary out-of-pocket expenses will be billed to the District at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

**ADDITIONAL SERVICES**

The following table shows our current hourly rates. Additional services authorized by the District but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$250
Associate Director / Engineer	\$225

Title	Hourly Rate
Senior Consultant / Manager	\$200
Consultant	\$175
Financial Analyst	\$150
Clerical / Support	\$110

**TERMS**

Tax Roll Billing Services will be invoiced at the beginning of each quarter. Expenses will be itemized and included in the next regular invoice. Fees for all other services will be invoiced upon completion of the task. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. 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 this contract with 30 days’ written notice.

**DISTRICT’S RESPONSIBILITIES**

The District shall furnish NBS with any pertinent information that is available to District and applicable to the Services. The District shall designate a person to act with authority on its behalf in respect to the Services. The District shall promptly respond to NBS’ requests for reviews and approvals of its work, and to its requests for decisions related to the Services. District understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, “Information”) supplied to NBS by District or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to District or any third party if such Information is not correct.

**INDEMNIFICATION**

NBS shall defend, indemnify and hold harmless District, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys’ fees, (collectively “Liabilities”) arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of District. NBS will not be liable to the District or anyone who may claim any right due to a relationship with District, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS’ negligence, willful misconduct or breach of its obligations under this Agreement, District shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of District or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

**NBS GOVERNMENT FINANCE GROUP,  
DBA NBS**

**COPPER VALLEY COMMUNITY SERVICES DISTRICT**



\_\_\_\_\_  
Michael Rentner

\_\_\_\_\_  
Name

President and CEO                      July 22, 2024  
Title    Date

General Manager                      August 29, 2024  
Title    Date