

FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
MEMORANDUM
08/03/2026

TO: FRAQMD BOARD OF DIRECTORS

FROM: Christopher D. Brown, AICP, APCO

SUBJECT: Approve amendment to the current Regional Government Service (RGS) Agreement in the amount of \$40,000 and authorize APCO to execute related documents.

RECOMMENDATION:

Approve the amendment to the current agreement with Regional Government Services (RGS) in the amount of \$40,000 with a not to exceed amount of \$95,000 with a proposed effective date of August 3, 2026.

ALTERNATIVE:

Provide direction to staff

BACKGROUND:

The District previously contracted with Regional Government Services for HR Services. The 2 year agreement was approved by the board on August 4, 2025 with a termination date of August 4, 2027. The agreement had a not to exceed amount of \$55,000. Due to unforeseen costs during the 2025-2026 fiscal year the current remaining balance on the agreement is \$13,115. This has prompted the need for an amendment to the agreement. The District is proposing an amendment in the amount of \$40,000 to cover costs for the 2026-2027 fiscal year.

The contract has been reviewed and approved by District Counsel.

FISCAL IMPACT:

The District has included this item in the FY 25/26 budget and will also include the funds in the next fiscal year.

LIST OF ATTACHMENTS

Attachment 1: Proposed Amendment Contract with RGS

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This first amendment to the Professional Services Agreement between the **FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT** ("Agency") and Regional Government Services Authority, hereinafter called "RGS" is made and entered into this 13th day of July 2026.

RECITALS

The Agency and RGS entered into an Agreement for services dated August 4, 2025. This Amendment is entered into with reference to the following facts and circumstances:

- A. **Section 3, Compensation**, is amended to increase the Not To Exceed (NTE) amount by \$40,000, to a revised total of \$95,000.
- B. **Exhibit B, Scope of Services**, is amended to add the Scope of Services in attached Exhibit B.1.
- C. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

Dated: _____

Agency

RGS

Christopher Brown, Air Pollution Control
Officer

Sophia Selivanoff, Executive Director

The following services are added to the Scope of Services

EXHIBIT B.1

Scope of Services: Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign RGS employees to serve as Advisors to the Feather River Air Quality Management District, hereafter “Agency.” RGS Advisors will deliver one six (6) hour, in-person workshop, delivered to the Board members at facilities determined by the Agency, within the jurisdiction area of the Agency. This training will focus on enhancing governance practices among Board members and will address particular topics identified as being mission critical. Potential topics for the day could include:

- Ground rules and kick off
- Brown Act Basics and Beyond (Brown Act as applied to the Agency; Brown Act scenarios/case studies/preventing problems)
- Subjects of business for Board consideration (e.g., contracts)
- Board roles vs. staff roles
- Risks related to straying from in-meeting rules
- Transparency and purposes of mandatory filings (e.g., Form 700, Oaths of Office) and trainings
- Board interaction best practices
- In-meeting decorum / how to agree and disagree
- Representing the Agency
- Actions to move forward / agreements / process changes

Attendees of this training session will include all Board members and staff identified by the Agency. Some staff may have an administrative role as this training will be conducted as a Special Meeting. Training costs include up to five (5) pre-session Zoom interviews to identify additional issues to address in the session, to understand concurrence with staff-identified focusses, and to identify overarching themes for the workshop.

The topics above are presented as potential options only. Not all topics listed will be covered in the workshop, but instead, the actual agenda items will be determined following the Board member interviews and through discussion and prioritization with the CEO. The intent of the Board workshop is to address those topics that are determined to be most essential – this will limit what is covered to an abbreviated selection of items. *NOTE: This cost includes development of materials/presentations to support the workshop, Board member interviews (up to six), and agenda-setting with the appropriate staff.*

The RGS team will be led by an RGS advisor, who will perform both work and direct projects or tasks to other RGS staff with equal or lower bill rates at the RGS advisor’s discretion. RGS advisors/staff will be reasonably available to perform the services during the normal workweek, this work may be done onsite or remotely. RGS advisors/staff may occasionally work at Agency worksites with the pre-approval of the Lead Advisor. RGS team members will maintain open communication lines with each other and Agency staff through written

documentation, video conference calls, phone, and e-mail as needed to accomplish agreed-upon projects.

RGS provides consulting services on a time and materials basis. The Agency will only be invoiced for the actual hours worked. External costs and RGS Advisor travel will be invoiced at cost to the Agency with no markup. Advisor travel time to and from the service location is billed at the regular hourly rate, and mileage reimbursement is charged separately at the IRS rate. All external costs, including advisor travel time, will fall outside of the not-to-exceed (if established) for services provided.

RGS cost estimate is based on the Agency's understanding and our experience with similar projects. The availability of information and data from the Agency can impact the effort required. Completion of the scope of work is dependent on funds available in the NTE. RGS will stay in communication with the Agency on any issues that pose a risk this estimate, which will include reporting expenditures against the NTE with each monthly invoice.

RGS employees/advisors will be supervised by RGS administrators, not by any Agency employee, and will not report to any Agency employee. No Agency employee shall have any reporting obligation to the RGS employee/advisor. RGS employees/advisors shall have no authority to execute any document on behalf of the Agency. To the extent that any RGS employee/advisor is identified in any Agency publication, agendas or minutes, the name of the RGS employee/advisor shall be noted therein as "RGS employee/advisor". RGS services are not duplicated by Agency employees and are not intended to be performed by Agency employees but are outsourced to RGS.