



Agreement for Financial Team Services

This Agreement for Financial Team Services (this "Agreement") is made and entered between Creating Answers, LLC ("Creating Answers") and Northern Sierra Air Quality Management District (the "Company") as of the date of the last signature hereto.

In consideration of the covenants and conditions hereinafter set forth, the Company and Creating Answers agree as follows:

1. SERVICES

Creating Answers shall perform services, as described in Exhibit A, for the Company (the "Work").

2. REPORTING

The Company shall designate an officer or employee of the Company, who shall respond promptly to reasonable requests by Creating Answers for instructions, information, or approvals, and Creating Answers shall report to such person a monthly summary of "Open Items/Action Items" via an online project management website. The Company shall take all steps necessary to prevent Company-caused delays in Creating Answers' provision of the Work. Any failure by Creating Answer's to perform the Work shall not be deemed a breach hereof if such failure arises from actions or omissions of the Company or its employees, officers, or agents.

3. TERM

This Agreement shall commence on July 1, 2025 for a term of one year (the "Term"). Creating Answers reserves the right to terminate services at any time with 90 days written Notice or, if the Company fails to pay any amount due hereunder and such failure continues for 30 days after Creating Answers' written Notice to the Company of nonpayment. All payments for services prior to the date of such termination are due within 15 calendar days from the effective date of termination and the Company's obligation to pay survives such termination. In addition to all other remedies available under this Agreement or at law, Creating Answers shall be entitled to suspend its performance of the Work for nonpayment of any amounts when due hereunder and such failure continues for 15 days. Expiration or earlier termination of this Agreement shall not affect the provisions under Sections 5–11 hereof, which shall survive any such expiration or earlier termination.

4. PAYMENT

In consideration of the provision of the Work and the rights granted hereunder, the Company will pay the fees and any expenses invoiced by Creating Answers, which such fees will be calculated on Creating Answers' hourly rates described on Exhibit A, with the following terms:

- Detailed invoices will be submitted monthly at the beginning of the month for the prior month's services provided
- Net 15 days, 2% late fee on invoices paid past 30 days
- Total fees for the services provided under this agreement shall not exceed \$60,000 without prior written approval from the Company. If it becomes apparent that the desired scope of work may require exceeding this cap, Creating Answers will notify the Company in advance and obtain written authorization before proceeding beyond the stated limit.

The Company agrees to reimburse Creating Answers for all reasonable and previously agreed upon travel and out-of-pocket expenses incurred in connection with the Work. The Company shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the Company hereunder. The Company shall also reimburse Creating Answers for all reasonable costs incurred in collecting any amounts not paid when due hereunder, including, without limitation, attorneys' fees and court costs.

5. CONFIDENTIALITY AND OWNERSHIP

(a) From time to time during the Term of this Agreement, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party") certain confidential information. As used herein, the term "confidential information" includes all non-public, proprietary, and confidential information belonging to, used by, or in the possession of the Disclosing Party, but shall not include (a) information that is or becomes available to the public other than as a result of the Receiving Party's breach of this Section 5, (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such confidential information, (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder, or (d) was or is independently developed by Receiving Party without using any confidential information.

(b) The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's confidential information with at least the same degree of care as the Receiving Party would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's confidential information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such confidential information to any person or entity, except to the Receiving Party's employees, officers, managers, affiliates, attorneys, accountants, and financial advisors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

(c) If the Receiving Party is required by applicable law or legal process to disclose any confidential information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

(d) The parties agree that all of the confidential information is and shall continue to be the exclusive property of the Disclosing Party.

6. RETURN OF MATERIALS

Subject to Creating Answers' rights provided in Section 7, (a) within ten business days of the effective date of termination of this Agreement, Creating Answers shall return all electronic and accounting files, company documents, memoranda, and any other material relating to the Work and/or containing or disclosing any Confidential Information of the Company, and (b) Creating Answers will not retain any such materials.

7. INTELLECTUAL PROPERTY

All intellectual property rights, including, but not limited to, copyrights and inventions (whether patentable or not), trademarks, know-how, and other confidential information of Creating Answers, trade names, logos, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the Company under this Agreement or prepared by or on behalf of Creating Answers in the course of performing the services hereunder (collectively, the "Deliverables") except for any confidential information of the Company shall be owned by Creating Answers. Creating Answers hereby grants the Company a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable the Company to make reasonable use of the Deliverables and the services provided hereunder.

8. WARRANTIES

(a) Creating Answers warrants that the services provided by Creating Answers shall be of a generally recognized industry standard grade, nature, and quality. The services shall be performed in a timely and professional manner and in compliance with all applicable laws, rules, and regulations. Creating Answers (i) makes no warranties except for those set out above; and (ii) disclaims all other warranties, whether express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

(b) In the event of a breach of the limited warranty set out in this Section 8, the Company shall be entitled to reperformance of the affected services. If Creating Answers cannot reperform the services in compliance with the warranty set forth above within a reasonable time (but no more than 30 days) after the Company's written Notice of such breach, the Company may, at its option, terminate this Agreement upon Notice to Creating Answers. Creating Answers shall within 30 days after the effective date of such termination, refund to the Company the portion of the fees previously paid by the Company as of the date of termination corresponding to the defective Services.

9. LIMITATION OF LIABILITY

Except for damages or liabilities arising from breaches of the confidentiality obligations hereunder, gross negligence, or willful misconduct: (a) in no event shall either party be liable to the other or to any third party for any loss of use, revenue, or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not a party

has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose; and (b) in no event shall Creating Answers' aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid to Creating Answers in the 12-month period preceding the event giving rise to the claim.

10. RELATIONSHIP OF PARTIES

Creating Answers is an independent contractor of the Company. Nothing in this Agreement shall be construed as creating an employer-employee relationship or any agency, partnership, joint venture, or other form of joint enterprise or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

11. MISCELLANEOUS

(a) Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any conflict of law principles. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Sacramento and County of Sacramento, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.

(c) Amendment. This Agreement may be amended or modified only by a writing signed by Creating Answers and the Company.

(d) Nonwaiver. No failure or neglect of either party hereto in any instance to exercise any right, power, or privilege hereunder or under law shall constitute a waiver of any other right, power, or privilege or of the same right, power, or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party so waiving.

(e) Assistance. Creating Answers shall, during and after termination of services rendered, upon reasonable Notice, furnish such information and proper assistance to the Company as may reasonably be required by the Company in connection with work performed by Creating Answers. Such assistance shall be requested in writing and subject to Creating Answers' then-prevailing hourly rates.

(f) Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or

unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) No Third-Party Beneficiaries. This Agreement benefits solely the parties hereto and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

(h) Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other party at its address set forth by its signature (or to such other address that the receiving party may designate from time to time in accordance with this paragraph). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party; and (b) if the Party giving the Notice has complied with the requirements of this paragraph.

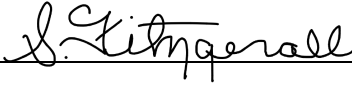
(i) Marketing. The Company agrees to the use of the Company's name and logo on Creating Answer's website and in Creating Answer promotional materials. The Company agrees that Creating Answers may disclose the Company as a customer of Creating Answers.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 11(h), a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission (e.g., DocuSign) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(k) Force Majeure. Creating Answers shall not be liable or responsible to the Company, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Creating Answers, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions or orders, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national, state, or local emergency, revolution, insurrection, epidemic, pandemic, disease, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 60 days, the Company shall be entitled to give Notice in writing to Creating Answers to terminate this Agreement.

Consultant:

Shawna Fitzgerald, CEO
Creating Answers LLC
1040 Lincoln Road, Ste. A, 131
Yuba City, CA 95991

By: 

Date: 6/26/25

Company:

Julie Hunter, APCO
Northern Sierra Air Quality Management District
200 Litton Drive #320
Grass Valley, CA 95945

By: 
Julie D Hunter (Jun 26, 2025 10:23 PDT)

Date: 06/26/2025

Exhibit A –Financial Services to be Performed

Creating Answers shall perform the following Work under this Agreement (May include but is not limited or required to):

Service Area	Notes
1099 Service	Annual management and form processing.
Audit and Tax Support	Audit preparation and management.
Bookkeeping	Bi-weekly data entry; monthly account reconciliations; monthly journal entries; quarterly and annual reconciliations of liability accounts and fixed assets.
Budget Creation/Entry	2025 Annual Budget composition support and entry to QuickBooks.
Chart of Accounts Setup, Profitability Setup	Chart of accounts restructure to optimize decision making and improve presentation.
Communications	Other miscellaneous communications.
Grant Reporting	Grant tracking/reporting support, Completion of SCO Report Filing
HR Related Accounting Tasks	
High Level Analysis/Forecasting	GASB required reporting support to outside consultant
Meetings, Preparations, and Follow-up	Monthly Finance Meetings; monthly financial report creation; meeting preparation and meeting follow-up. Attendance at 2 Board meetings.
Payables Processing	Bi-Weekly payables processing.
Payroll Reporting	Payroll to be processed entirely by NSAQMD staff.
Prior Months Bookkeeping, Clean-up	Minor clean up as needed.
System Improvement/P&P Evaluation and Creation	Overall accounting systems assessment and improvements implementation; conversion to other best practice financial tools such as QuickBooks Online.

Agreed upon hourly rates to perform the tasks listed in Exhibit A will range from \$95 to \$305 per hour depending on complexity and staff level completing them, which shall be determined by Creating Answers in its sole discretion. These rates are subject to annual billable rate adjustments. Exact recurring scope of work to be defined and agreed upon by both parties before work is completed.