

Administering Agency: Truckee Library Joint Powers Authority

Contract No. _____

Contract Description: **Bond Counsel Services Truckee Library JPA**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Truckee, California, as of October 25, 2024 by and between the Truckee Library Joint Powers Authority, ("JPA"), Stradling Yocca Carlson & Rauth, LLP. ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** JPA shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to JPA in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to JPA. **The amount of the contract shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).**
3. **Term** This Contract shall commence on, 10/25/2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 11/4/2025.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is

prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the JPA. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of JPA. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of JPA, and that the nature of the work is outside the usual course of the JPA's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to JPA employees. Contractor shall hold JPA harmless and indemnify JPA against such claim by its agents or employees. JPA makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of JPA or otherwise to act on behalf of JPA as an agent. Neither JPA nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the JPA.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the JPA, Contractor shall indemnify, defend, and hold harmless JPA for all payments 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 JPA.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior

written consent of JPA. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of JPA.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which JPA may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to JPA that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the JPA and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of JPA or its officers, officials, employees, agents and volunteers.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to JPA pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the JPA's premises and when accessing the JPA network remotely, shall comply with the JPA's regulations regarding security, remote access, safety and professional conduct, including but not limited to data and access security. Contractor personnel will solely utilize the JPA's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the JPA.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the

California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The JPA is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** All JPA services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide JPA contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
- 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by JPA. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

19.2. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by JPA or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at JPA's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from JPA. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which JPA may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, JPA may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. JPA, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the JPA or the State of California, as the case may be, does not appropriate funds sufficient to discharge JPA's obligations coming due under this contract.
- E. In the event Proposition 5 passes and it is determined that the JPA is eligible to issue General Obligation Bonds for the purpose of constructing a new regional library in Truckee, this contract may terminate immediately and be replaced with a contract for Bond Counsel services for the issuance of General Obligation Bonds, either with the Contractor or a new firm as determined by the JPA.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) JPA shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.

- 3) JPA shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by JPA as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, JPA shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to JPA such financial information as in the judgment of the JPA is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which JPA may have in law or equity.
21. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the JPA. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for the JPA, and Contractor unconditionally and irrevocably transfers and assigns to the JPA all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without the JPA's prior express written consent. To the extent the JPA provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the JPA, nor any business entity in which an official of the JPA has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by JPA.
24. **Entirety of Contract** This Contract contains the entire Contract of JPA and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County

of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify JPA of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify JPA of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with JPA in response to any investigation commenced by JPA with regard to this Contract or the clients served herein, including providing any/all records requested by JPA related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
29. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the JPA, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of JPA, be considered a material breach of this Contract.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

**Truckee Library
Joint Powers Authority:**
Truckee Library JPA

Address: 10183 Truckee Airport Road

City, St, Zip Truckee, CA 96161

Attn: Mandy Stewart
Email: Mandy.Stewart@nevadacountyca.gov
Phone: (530) 557-7749

CONTRACTOR:

Name of firm
Stradling Yocca Carlson & Rauth LLP
Address 660 Newport Center Drive,
Suite 1600
City, St, Zip Newport Beach, CA
92660
Attn: Lawrence Chan
Email: LChan@stradlinglaw.com

Phone: (949) 725-4095

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed. Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

Truckee Library Joint Powers Authority:

By: _____ Date: _____

Printed Name/Title:

Approved as to Form – Truckee Library Joint Powers Authority Legal Counsel

By: _____ Date: _____

Printed Name/Title:

CONTRACTOR: Stradling Yocca Carlson & Rauth LLP

By: _____ Date: _____

Name: Lawrence Chan

* Title: Partner

By: _____ Date: _____

Name:

* Title: Secretary

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A

SCHEDULE OF SERVICES

The Scope of Work outlined in the Schedule of Services is designed to be separated into 2 phases. The Contractor will complete Phase I and should a special tax be approved by the voters in 2025, the JPA may direct the Contractor to embark on Phase II.

PHASE I: Formation of the Communities Facilities District

- 1. The Contractor will undertake the following Scope of Services with respect to the formation of the Communities Facilities District (“District”):**
 - a. Attendance at meetings with the JPA staff and consultants to formulate the formation proceedings;
 - b. Examination (but not preparation) of the boundary map of the District, examining (but not preparation) of the rate and method of apportionment of special tax for the District, and the giving of instructions and advice in connection with the foregoing;
 - c. Preparation of all ordinances, resolutions, notices, and other legal documents required in the formation proceedings;
 - d. Attendance and co-presentation at County of Nevada Board of Supervisors and Town of Truckee Town Council meetings with CFD formation-related ordinances, resolutions, notices, and other legal documents required in the formation proceedings agenized.
 - e. Attendance at the hearings (if requested by the JPA) and advice and counsel regarding the holding of the ballot elections with respect to the formation proceedings;
 - f. Preparation of the Notice of Special Tax Lien for recording with respect to the District; and of a transcript of all of the documents required with respect to the formation proceedings.

PHASE II: Bond and Disclosure Counsel Services

Phase II cost shall not exceed \$80,000 and is payable contingent upon the closing of the bond and JPA direction to the Contractor to begin phase II. Phase II will include an amendment to the cost outlined in Section 2 of this contract. Should the special election not pass, the JPA maintains the right to not move forward with Phase II activities.

- 1. The Contractor will undertake the following Scope of Services with respect to bond counsel services:**

Advise the JPA with respect to the proposed financing, including but not limited to:

 - a. Advice and consultation with the JPA staff and the Board of Directors regarding the financing process;

- b. Prepare all legal proceedings in connection with the proposed financing, including, but not limited to drafting various ordinances, resolutions, documents and agreements for consideration by the Board of Directors of the JPA;
- c. Participate in meetings, hearings or negotiations with the JPA staff, Board of Directors, municipal advisors, underwriters and other financing team members as the circumstances require;
- d. Render a validity opinion with respect to the proposed debt obligation and, with respect to transactions expected to be tax exempt, deliver a tax opinion that interest earned with respect to the debt obligation is exempt from State and Federal taxes, if applicable;
- e. Review and prepare summaries of the major legal documents for inclusion in the Official Statement; and
- f. Prepare final closing documents to be executed by the JPA to effect delivery of any financing (including the tax certificate, if applicable).

2. The Contractor will undertake the following Scope of Services with respect to disclosure counsel services:

- a. Prepare disclosure documents for the JPA for use in all offering documents to comply with federal disclosure regulations;
- b. Obtain information to prepare the preliminary and final offering documents from counsel, municipal advisors, underwriters, underwriters' counsel and the JPA as appropriate;
- c. Prepare the 15c2-12 Certificate to be signed by the JPA with respect to the preliminary offering document and the Continuing Disclosure Certificate;
- d. Prepare on the JPA's behalf all documents and materials necessary to comply with all applicable continuing disclosure requirements for the transaction(s);
- e. Assist the JPA to comply with ongoing disclosure requirements including:
 - i. Assist with the determination of whether an action, activity or event constitutes a "material event", as defined in SEC Rule 15c2-12, and prepare the appropriate disclosure of such material event;
 - ii. Assist with the review of the compilation of the "annual financial information" needed to comply with the JPA's continuing disclosure requirements under SEC Rule 15c2-12 and any current continuing disclosure statement;
 - iii. Review the audited financial statements for purposes of confirming compliance with current continuing disclosure agreements; and

- iv. Assist the JPA in preparing disclosure, if any, of any material failure to comply with SEC Rule 15c2-12.
- f. Keep the JPA informed of all rulings and findings by Federal and State regulatory agencies, including but not limited to, the Internal Revenue Service, the U.S. Securities and Exchange Commission, the Municipal Securities Rulemaking Board, and the California Legislature, which impact the JPA's issuance compliance and ongoing disclosure obligations;
- g. Participate in due diligence and other meetings as requested;
- h. Review rating agency presentations and investor presentations for consistency with offering document and compliance reasons;
- i. Participate in rating agency meetings; and
- j. As requested, provide training on disclosure practices and law.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all Phase I payments made under this Contract shall not exceed the amount shown in Section 2 of this contract. Payment shall be made monthly with each payment sized at 1/12th of the contract amount; or \$2,083.33 each month. Total payments made shall not exceed the contract maximum price of \$25,000.

Payment Schedule:

<u>Scope</u>	<u>Monthly Payment</u>	<u>Cost Total</u>
Phase I: CFD Formation	\$2,083.33	\$25,000
Phase II: Bond Counsel and Disclosure Counsel Phase II is payable contingent upon the closing of the bond issuance.	TBD	\$80,000
Total		\$105,000

Invoices

Invoices shall be submitted to JPA in a form and with sufficient detail as required by JPA. Work performed by Contractor will be subject to final acceptance by the JPA project manager(s).

Submit all invoices to:

Truckee Library JPA
Address: 10183 Truckee Airport Road
City, St, Zip Truckee, CA 96161
Attn: Mandy Stewart
Email: Mandy.Stewart@nevadacountyca.gov
Phone: (530) 557-7749

Payment Schedule

The JPA will make payment within thirty (30) days after the billing is received and approved by JPA staff and the County of Nevada Auditor Controller.

Unless otherwise agreed to by JPA, all payments owed by JPA to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event JPA is unable to release payment by ACH the Contractor agrees to accept payment by JPA warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract 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 the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- i. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & 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.
- ii. **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- iii. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- iv. **Professional Liability** (Errors and Omissions) Insurance error and omission with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

Other Insurance Provisions:

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

- i. **Additional Insured Status: The JPA, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the 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 the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- ii. **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the JPA, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the JPA, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the JPA.
- iv. **Waiver of Subrogation** Contractor hereby grants to JPA a waiver of any right to subrogation which any insurer or said Contractor may acquire against the JPA 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 the JPA has received a waiver of subrogation endorsement from the insurer.

- v. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against JPA for any type of employment benefits or workers' compensation or other programs afforded to JPA employees.
- vi. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the JPA. The JPA may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or JPA. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- vii. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the JPA.
- viii. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- ix. **Verification of Coverage** Contractor shall furnish the JPA with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to JPA before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The JPA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that JPA is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- xi. **Special Risks or Circumstances** JPA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the JPA as noted above. In no cases shall the types of policies be different.
- xiii. **Premium Payments** The insurance companies shall have no recourse against the JPA and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

- xiv. **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- xv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

Truckee Library JPA
10183 Truckee Airport Road
Truckee, CA 96161

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a JPA contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

Contractor Name Stradling Yocca Carlson & Rauth, LLP.

Description of Services Bond Counsel Services

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$25,000

Max Multi-Year Price: \$105,000

Contract Start Date: 10/25/2024

Contract End Date: 11/4/2025

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions (\$2,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

Truckee Library JPA:
Truckee Library JPA

CONTRACTOR:
Stradling Yocca Carlson & Rauth, LLP.

Address: 10183 Truckee airport road,
Floor 2
City, St, Zip Truckee, CA 96161

Address 660 Newport Center Drive,
Suite 1600
City, St, Zip Newport Beach, CA
92660

Attn: Nikki Aringer
Email: Nikki.Aringer@nevadacountyca.gov
Phone: (530) 559-0693

Attn: Lawrence Chan
Email: LChan@stradlinglaw.com
Phone: (949) 725-4095

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC,
- Non- Profit Corp Yes No
- Partnership: Calif., Other, LLP, Limited
- Person: Individ., DbA, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements