

**Administering Agency:** Truckee Library Joint Powers Authority

**Contract No.** \_\_\_\_\_

**Contract Description:** Revenue Measure Consulting Services

## PROFESSIONAL SERVICES CONTRACT

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Truckee, California, as of December 1, 2024 by and between the Truckee Library Joint Powers Authority, ("JPA"), and the TeamCivX ("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 fifty-four thousand Dollars (\$54,000.00).**
3. **Term** This Contract shall commence on, 12/1/2024. 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** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
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. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to JPA, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 19.3. **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. Upon the event of Prop 5 passing and it is determined that the JPA is eligible to fund the project through the use of a General Obligation bond, this contract may terminate immediately or within a reasonable time, as deemed appropriate 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** To the extent JPA provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by JPA, shall be the property of JPA, and upon fifteen (15) days demand therefor, shall be promptly delivered to JPA without exception.
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 of 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. **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:

**JPA:** 

**CONTRACTOR:**

Truckee Library JPA

Name of firm

**TeamCivX, LLC.**

Address: 10183 Truckee Airport Road,  
Floor 2

Address 21 Orinda Way, Suite C-  
191

City, St, Zip Truckee, CA 96161

City, St, Zip Orinda, CA 94563

Attn: Joshua White

Attn: Charles Heath

Email: Joshua.white@nevadacountyca.gov

Email: cheath@TeamCivX.com.

Phone: (530) 265-1238

Phone: 415-915-4212

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: TeamCivX, LLC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Charles Heath

\* Title:

***\*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

#### **Phase 1: Feasibility Assessment**

**Timeline: December 2024 – March 2025**

Building upon our past work with you on library funding issues, we'll start by helping you answer the key strategic questions:

- Does a revenue measure stand a reasonable chance of reaching the 66.7% supermajority passage threshold?
- What potential tax rates and durations fit within the tolerances of your community?
- What are the boundaries of the voting and taxation area that make the most sense and help maximize support?
- What projects, programs, services and funding needs are the top priorities for your voters?
- Does sufficient awareness of your funding needs exist or is additional informational outreach needed?
- What is the right time to go to the ballot? The next election? A future election?
- How does projected voter turnout in upcoming elections impact a tax proposal?
- What other competing measures or issues are on the horizon that could impact your measure?
- What accountability protections or exemptions might be helpful to include in a proposed measure?
- How does the economy and political environment impact your measure?

To help answer these questions, TeamCivX will conduct a thorough assessment of the local political landscape, analyze recent election results and work with True North Research to design a statistically reliable opinion survey of your local voters. Dr. McLarney recommends a mixed-mode survey among a representative sample of 400 likely voters in the voting area. Interviews will be conducted by telephone on both landlines and cell phones, and online by email and text invitation. The overall sample will be demographically and geographically representative of likely voters in the area. We anticipate that a questionnaire of 18 to 20 minutes will be sufficient to cover the scope of information needed.

True North's specific scope of services for the polling process includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. Briefly, the scope of services includes:

- Meeting with representatives of Nevada County, the Town of Truckee, Friends of the Truckee Library, your special tax consultant, and bond counsel to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Developing a stratified and clustered sample of voters who—based on their voting history and registration status—are likely to participate in the election of interest on the natural or through targeted outreach efforts.

- Developing a draft questionnaire for your review and make revisions as needed until all parties approve of the instrument.
- Pre-testing the survey instrument to ensure its integrity.
- CATI (Computer Assisted Telephone Interviewing) programing the finalized survey instrument to ensure accurate and reliable data collection using live telephone interviewers.
- Web programing the same survey instrument to allow for secure, password-protected online survey participation and data collection.
- Recruiting participation in the survey using a combination of email, text messages, and telephone calls.
- Collecting at least 400 quality interviews according to the sampling plan and a strict interviewing protocol. Interviewers will be professional, high-quality interviewers. It is expected that the average interview will last up to 20 minutes.
- Processing the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.
- Preparing an initial topline summary which presents the overall findings of the survey.
- Comparing the results of this survey with our past survey on a library tax measure to identify trends and changes in support or opposition.
- Preparing a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of crosstabulations showing how the answers varied by subgroups of voters. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.
- Preparing an electronic copy of the final report to be reproduced as needed.
- Preparing a PowerPoint presentation of the results and present the results to relevant governing bodies and stakeholders.
- Being available to assist and provide advice as needed after the survey is complete.

With key strategic questions answered through the feasibility assessment, our team will provide you with specific recommendations on how to structure a measure, when to go to the ballot and communication strategies that are needed to support your efforts. If a revenue measure does not appear to be viable at the current time, we will tell you that.

## **Phase 2: Awareness Building**

**Timeline: April 2025 – June 2025 (Depending on targeted election date)**

If the feasibility assessment shows a viable path forward for a ballot measure, our next step will be to develop and implement an informational communications plan to raise awareness of your funding needs, while also introducing your proposed measure and providing opportunities for community input. While public agencies are legally prohibited from advocating for the passage of a ballot measure, you can educate and inform your community about your needs and plans. To build community awareness, TeamCivX will work with you to implement an informational communications and outreach effort that will include the following components:

- Developing informational messaging and fact sheets to be distributed in the community

- Providing talking points, frequently asked questions and a message training to local leaders who will be interfacing with the public on this issue
- Providing content related to your funding needs and proposed measure to be added to your website, used in social media, included in email updates and newsletters
- Preparing PowerPoint presentations for public and community meetings
- Writing, designing and producing mailings and advertising to inform local residents
- Developing strategies and plans to inform external groups including current and former elected leaders, business leaders, faith community leaders, ethnic community leaders, taxpayer groups and others

We will write all copy, handle the graphic design, coordinate printing and mailing and handle any ad buys as needed. We will just need for you to review content and designs and make sure the information is accurate and has the right feel for your community.

### **Phase 3: Measure Development**

**Timeline: April 2025 – June 2025 (Depending on targeted election date)**

Based on the results of the feasibility assessment and community input received during the awareness building efforts, we will help you develop your measure for the ballot so that it is closely aligned with the community's priorities and sensitivities. We will work with your financial advisors, legal counsel and other experts to accomplish this work, including:

- Recommending a final tax rate, duration and other specifics
- Refining the final funding plans to reflect community priorities and ensuring programs eligible for funding are described in clear language the general public will understand
- Working with legal counsel to develop the 75-word ballot question
- Working with legal counsel to develop and refine all language that will appear in the ballot pamphlet mailed to all voters
- Working with local elections officials to ensure your measure qualifies for the ballot

With these steps complete, your measure will be on the ballot. Since public agencies cannot advocate for ballot measures, an independent campaign committee will need to be formed to run an advocacy campaign in support of the measure. TeamCivX provide campaign consulting services to independent campaign committees but those services are not part of this proposal since the campaign must be led by an independent group.

## 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 payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

#### Payment Schedule:

Scope	Total
<b>Phase 1</b>	
December 2024	\$6,500
January 2025	\$34,500
February 2025	\$6,500
March 2025	\$6,500
<b>Total</b>	<b>\$54,000</b>

#### Invoices

1. 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).
2. Invoices shall denote the Task(s)# and Item referenced in the Schedule of Services under which the expenditure was incurred.
3. Invoices shall be submitted upon completion of Scope section identified above and will be paid as a lump sum.

Submit all invoices by email to: [Joshua.white@nevadacountyca.gov](mailto:Joshua.white@nevadacountyca.gov) and [facilities@nevadacountyca.gov](mailto:facilities@nevadacountyca.gov)

#### Payment Schedule

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

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, Floor 2  
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.

