



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2026-05

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 15th day of September, 2025 (“Effective Date”) by and between the Napa-Vallejo Waste Management Authority, a joint powers agency organized under the laws of the State of California, hereinafter referred to as “Authority,” and Jones Hall LLP, whose address is 4 W 4th Avenue, Suite 406, San Mateo, CA 94402, hereinafter referred to as “Firm.”

RECITALS

- A. Authority wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide legal and bond counsel services for the financing of construction of Authority’s new Construction and Demolition Facility (“C&D Facility”).
- B. Firm serves as special bond counsel to Napa County, a member agency of Authority, and has the expertise and resources necessary to perform the services for Authority too.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, Authority and Firm agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall provide professional services to Authority as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits.

1.2 Schedule. Firm shall perform the professional services in coordination with KNN Public Finance (Authority’s Municipal Advisor on this transaction).

1.3 Standard of Care. Firm represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised

by reputable professionals practicing in the same field of service in the State of California. When acting on behalf of Authority, Firm shall comply with the professional standards applicable to public attorneys performing the same services.

1.4 Key Personnel. Scott Ferguson's expertise is a substantial reason why Authority is entering into this Agreement with Firm. Firm must obtain Authority's advance written consent if it proposes to assign primary responsibility for a legal matter to an attorney other than Mr. Ferguson. An attorney approved pursuant to this paragraph shall be considered key personnel for Firm's subsequent performance under this Agreement. Key personnel may assign other members of the Firm to assist in providing legal services to Authority, provided that the key personnel remain primarily responsible for the content and quality of the legal services. The hourly rates for additional members of the Firm must be disclosed to and approved by Authority in advance of services being provided.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement, though the Parties acknowledge that Firm has been providing related services prior to the Effective Date. This Agreement shall expire on December 31, 2025, unless terminated earlier in accordance with this Article.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. Authority shall pay Firm for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. For the Scope of Services described in Exhibit A, Authority shall pay Firm the lump sum of Fifty Thousand Dollars (\$50,000) as set forth in Exhibit B.

3.1.2 Expenses. All expenses are included in the lump sum amount in Paragraph 3.1.1.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Fifty Thousand Dollars (\$50,000).

3.2 Payment Process. Firm shall be paid the lump sum fee of \$50,000 from the proceeds of the borrowing, contingent upon the successful closing of the loan as set forth in Exhibit B. No invoice is necessary for this transaction fee.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Firm shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Firm shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Firm shall defend at its own expense, indemnify, and hold harmless Authority, its member agencies, and their respective officers and employees, from and against any liability, claims, actions, proceedings, losses, injuries, damages or expenses, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from the negligence or willful misconduct of Firm or its officers or employees providing services under this Agreement, excluding, however, such liability, claims, actions, proceedings, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of Authority. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Firm shall reimburse any and all costs Authority incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY PROVISIONS

6.1 Compliance with Napa County Policies. Firm and its officers and employees shall comply with the following policies, copies of which are available on Napa County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of Authority Employees. Firm shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by Authority employees or Firm.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Firm shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Firm shall comply immediately with all directives issued by Authority or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Firm represents many political subdivisions and investment banking firms. It is possible that during the time that Firm is representing Authority, one or more of attorneys of Firm present or future clients will have transactions with Authority. It is also possible that Firm may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the loan contemplated by this Agreement. Firm does not believe such representation, if it occurs, will adversely affect Firm’s ability to represent Authority as provided in this Agreement, either because such matters will be sufficiently different from the loan so as to make such representations not adverse to Firm’s representation of Authority, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the loan. Execution of this Agreement will signify Authority’s consent to Firm’s representation of others consistent with the circumstances described in this paragraph.

7.3 Taxes. Firm shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Firm shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Firm shall indemnify and hold Authority harmless from any liability it may incur to the United States or the State of California if Firm fails to pay or withhold, when due, all such taxes and obligations. If Authority is audited for compliance regarding any withholding or other applicable taxes or amounts, Firm shall furnish Authority with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from Authority.

ARTICLE VIII – [RESERVED]

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Firm shall provide Authority with access to Firm's records which are reasonably necessary for Authority to review or audit Firm's compliance with the provisions of this Agreement. Firm shall provide such access within 10 business days after written request by Authority, either by providing copies of the requested records to Authority or allowing Authority to inspect and photocopy the records at Firm's place of business where the records are kept. Firm shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AUTHORITY

Authority Counsel
Napa-Vallejo Waste Management Authority
1195 Third Street, Suite 301
Napa, CA 94559

FIRM

Scott Ferguson, Partner
Jones Hall LLP
4 West 4th Avenue, Suite 406
San Mateo, CA 94402

9.3 Independent Contractors. Firm and its subconsultants, if any, are independent contractors and not agents of Authority. Any provisions of this Agreement that may appear to give Authority any right to direct Firm concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Firm shall follow the direction of Authority concerning the end results of the performance and as set forth in the Rules of Professional Conduct.

9.4 Contract Interpretation. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than Authority and Firm shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Firm, are for the sole use of Authority. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of Authority. Firm shall not disclose records or other information provided by Authority under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Firm, at the time it was disclosed to Firm by Authority; (2) subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by Authority.

9.9 Insolvency. Firm shall notify Authority if Firm enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Authority contract numbers and contracting offices for all Authority contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 Authority Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of Authority as a Joint Powers Agency under the laws of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Authority in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Firm to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Firm may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without Authority's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at Authority's sole discretion. In no event shall any putative assignment create a contractual relationship between Authority and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

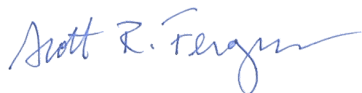
9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by Authority, acting by and through the Chair of the Board of Directors, and by Firm through its duly authorized officer(s).

JONES HALL LLP



By _____
SCOTT R. FERGUSON, Partner

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>August 25, 2025</u> PL Doc. No. 137554</p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
---	---	---

EXHIBIT A SCOPE OF SERVICES

Description of Legal Services

For purposes of this Exhibit, the term “Client” means the Authority, the term “Attorneys” means the Firm, and the term “Bonds” means the loan contemplated for construction of the C&D Facility.

A. Scope of Engagement as Bond Counsel. Attorneys shall perform all of the following services as bond counsel in connection with the issuance of the Bonds for the purpose of financing the Project:

- (a) Consultation and cooperation with Client and Client staff to assist in the formulation of a coordinated financial and legal issuance of the Bonds.
- (b) Preparation of all legal proceedings for the authorization and issuance of the Bonds, including (a) preparation of a resolution of the Board of Directors of the Client authorizing the issuance of the Bonds and approving related documents and actions, (b) preparation of all financing documents, including an indenture of trust and related documents, (c) preparation of all documents required for the closing of the financing, (d) supervising the closing, and (e) preparation of all other proceedings incidental to or in connection with the issuance of the Bonds.
- (c) Advising the Client, from the time Attorneys are hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that the interest payable with respect to the Bonds and received by the investors is exempt from federal taxation, to the extent appropriate.
- (d) Upon completion of proceedings to Attorneys’ satisfaction, providing a legal opinion (the “Final Opinion”) approving the validity and enforceability of the proceedings for the authorization and issuance of the Bonds, and stating that the interest payable on the Bonds and received by the investor is exempt from federal taxation, to the extent appropriate. The Final Opinion will be addressed to the Client.
- (e) Such other and further services as are normally performed by bond counsel in connection with similar financings.

Attorneys’ Final Opinion will be delivered by Attorneys on the date the Bonds are issued.

The Final Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys’ judgment as to the proper treatment of the Bonds for federal income tax purposes. Attorneys’ opinion is not binding on the Internal Revenue Service (“IRS”) or the courts. Attorneys cannot and will not

give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the “Code”), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. Client acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent investors from realizing the full current benefit of the tax status of such interest. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Final Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the Client with applicable laws relating to the Bonds.

B. Excluded Services. Firm’s duties in this engagement are limited to those expressly set forth above, except as expressly set forth in any written amendment to this Agreement. Among other things, Firm’s duties do not include:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or “no-action” letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Representing the Client in any litigation involving the Client or relating to the Bonds.
- (d) Making an investigation or expressing any view as to the creditworthiness of the Client or the Bonds.
- (e) Representing the Client in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations, unless the Client and Attorneys agree on the terms of such representation and compensation for such representation.
- (f) Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the Client may choose as an investment vehicle for the proceeds of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.
- (g) Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the Client may choose to enter into in connection with the issuance of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.

(h) Addressing any other matter not specifically set forth above that is not required to render our Final Opinion.

C. Responsibilities of the Client.

(a) General. The Client will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the Client, or otherwise deemed necessary by Attorneys to render the Final Opinion. During the course of this engagement, Attorneys will rely on Client to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

(b) Federal Tax Law-Related Responsibilities. The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. As a condition of Attorneys issuing their opinion, the Client will be required to make certain representations and covenants to comply with certain restrictions designed to insure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. Attorneys' opinion will assume the accuracy of these representations and compliance with these covenants. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest with respect to, the Bonds. In this regard, Client agrees to familiarize itself with the relevant requirements and restrictions necessary for the Bonds to qualify for exemption from federal income taxation and to exercise due diligence both before and after the issuance of the Bonds in complying with these requirements.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

For the services performed by Firm, Authority will pay Firm a fee equal to \$50,000.

Firm's fees are inclusive of all closing costs and expenses.

Payment of Firm's fees is entirely contingent on the successful issuance of the Bonds, will be due and payable upon the issuance of the Bonds and will be payable solely from the proceeds of the Bonds and from no other funds of the Authority.

For purposes of this Exhibit, the term "Bonds" means the loan contemplated for construction of the C&D Facility.

EXHIBIT C

INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Firm shall provide workers compensation insurance for the performance of any of Firm's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Firm shall provide Authority with certification of all such coverages upon request by Authority's Risk Manager.

C.2 Liability Insurance. Firm shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Firm or any officer, agent, or employee of Firm under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Firm arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Firm's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Firm owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of Authority's Risk Manager, demonstrated by other evidence of coverage acceptable to Authority's Risk

Manager, which shall be filed by Firm with the Authority's Executive Director prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its Authority number or title and department; shall be kept current during the term of this Agreement; shall provide that Authority shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Firm shall also file with the evidence of coverage an endorsement from the insurance provider naming Authority, its member agencies, and their respective officers and employees as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Firm shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Firm not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Authority shall pertain only to liability for activities of Firm under this Agreement, and that the insurance provided is primary coverage to Authority with respect to any insurance or self-insurance programs maintained by Authority. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by Authority's Risk Manager, Firm shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by Authority's Risk Manager, which approval shall not be denied unless the Authority's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Firm by this Agreement. At the option of and

upon request by Authority's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects Authority, its member agencies, and their respective officers and employees or Firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.