

**UPPER VALLEY WASTE MANAGEMENT AGENCY AGREEMENT NO. 260385B**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in Napa County, California, this 22nd day of June, 2026, ("Effective Date") by and between Upper Valley Waste Management Agency, a political subdivision of the State of California, hereinafter referred to as "Agency," and CliftonLarsonAllen LLP whose address is 915 Highland Pointe Drive, Suite 300, Roseville, CA 95678, hereinafter referred to as "Consultant."

**RECITALS**

- A. Agency wishes to obtain professional services, as authorized by Government Code section 31000, in the form of specialized audit services.
- B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Napa County's ("County") Request for Proposal number ACO022601.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, Agency and Consultant agree as follows:

**AGREEMENT**

**ARTICLE I – SCOPE OF SERVICES**

- 1.1 Scope of Services.** Consultant shall provide professional services to Agency 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, the Request for Proposal issued by County, and Consultant's proposal or statement of qualifications.
- 1.2 Schedule.** Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A. Time is of the essence in the performance of the scope of services.
- 1.3 Standard of Care.** Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with applicable professional standards. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by Agency within one year after completion of such services. This remedy is in addition to any other remedies that may be available to Agency in law or equity.
- 1.4 Correction of Deficient Services.** Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from Agency unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, Agency may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If Agency takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by Agency in performing such correction, including but not limited to the cost of Agency staff time and the amount paid to another consultant to correct the deficient services.

**1.5 Other Remedies.** This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies Agency may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

**1.6 Key Personnel.** Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by Agency.

**1.7 Government Code Section 7550.** Every document or report prepared by Consultant for or under the direction of Agency pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of Agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

## 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. This Agreement shall expire on December 31, 2028 unless extended or terminated earlier in accordance with this Article.

At the conclusion of the initial term, this Agreement may be extended at the Agency's option on or before May 31, 2028, for up to two additional years by providing written notice to Consultant.

**2.2 Suspension for Convenience.** Agency may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. Agency must give 10 days prior written notice to Consultant of such suspension. Agency may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

**2.3 Termination for Convenience.** Agency may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to Agency all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. Agency shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing Agency with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

**2.4 Termination for Cause.** Agency may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from Agency specifying the nature of the default, Agency may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of Agency enumerated in this paragraph are in addition to and independent of Agency's rights under any other provision of this Agreement and any right or remedy available to Agency at law or in equity.

**2.4.1 Absence of Default.** If after Agency gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of Agency under paragraph 2.3.

**2.5 Purchasing Agent's Authority.** The Napa County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement on behalf of Agency.

### ARTICLE III – COMPENSATION

**3.1 Amount of Compensation.** Agency shall pay Consultant for satisfactory performance of the scope of services, as follows:

**3.1.1 Rates.** Agency shall pay Consultant those fixed amounts set forth in Exhibit B attached hereto and incorporated herein by reference.

**3.1.2 Expenses.** No travel or other expenses will be reimbursed by Agency.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall be a total of three thousand three hundred dollars (\$3,300) per contract year, including any optional year, as further detailed in Exhibit B; however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided.

**3.2 Payment Process.** Consultant may submit one invoice per calendar month, in arrears for services provided, to the Auditor-Controller who will review the invoice to confirm its contents match the services provided during the period covered by the invoice.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Agency Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

**3.3 Annual Appropriation of Funds.** Consultant acknowledges that the term of this Agreement may extend over multiple Agency fiscal years, and that compensation under this Agreement is contingent on the Board of Directors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. Agency is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Directors.

#### **ARTICLE IV – INSURANCE**

**4.1 Insurance.** Prior to commencing the scope of services, Consultant 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.** Consultant 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, Consultant shall defend at its own expense, indemnify, and hold harmless Agency and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, 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 all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising solely from the negligence or willful misconduct of Agency. 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 Design Professionals.** To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, Agency acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

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

**5.4 Enforcement Costs.** Consultant shall reimburse any and all costs Agency 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 COUNTY PROVISIONS

**6.1 Compliance with County Policies.** Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County’s website at [Napa County Purchasing Policies \(link\)](#) 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 County Employees.** Consultant 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 County employees or consultants.

## ARTICLE VII – COMPLIANCE WITH LAWS

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

**7.2 Conflict of Interest.** Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to Agency and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of Agency relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** Consultant 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. Consultant 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. Consultant shall indemnify and hold Agency harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If Agency is audited for compliance regarding any withholding or other applicable taxes or

amounts, Consultant shall furnish Agency with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from Agency.

## ARTICLE VIII – DISPUTE RESOLUTION

**8.1 Mandatory Non-binding Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

**8.2 Mediation Costs.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**8.3 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and Agency. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

**8.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though Agency's recommendation of settlement may be subject to the approval of the Board of Directors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

**8.5 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

## ARTICLE IX – GENERAL PROVISIONS

**9.1 Access to Records/Retention.** Consultant shall provide Agency with access to Consultant's records which are reasonably necessary for Agency to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by Agency, either by providing copies of the requested records to Agency or allowing Agency to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement. For the avoidance of doubt, records as identified in this Section do not include Contractor's workpapers which are proprietary information and access is restricted.

**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.

COUNTY

Tracy A. Schulze  
Napa County  
1195 Third Street, Suite B-10  
Napa, CA 94559

CONSULTANT

Richard Gonzalez  
CliftonLarsonAllen LLP  
915 Highland Pointe Drive, Suite 300  
Roseville, CA 95678

**9.3 Independent Contractors.** Consultant and its subconsultants, if any, are independent contractors and not agents of Agency. Any provisions of this Agreement that may appear to give Agency any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of Agency concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents 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. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

**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 Agency and Consultant 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 Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of Agency. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of Agency. Contractor shall not disclose records or other information provided by Agency 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 Consultant, at the time it was disclosed to Consultant by Agency; (2) subsequently become publicly known through no act or omission of Consultant; (3) otherwise become known to Consultant other than through disclosure by Agency; or (4) disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit Consultant from disclosing Agency's information to one or more of Consultant's affiliated companies in order to provide services that Agency has requested from Consultant or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of Agency's information as apply to Consultant. Agency also consents to Consultant's disclosure of information regarding the nature of services Consultant provides to Agency to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest. Consultant may, at times, use third-party software applications to perform services under this Agreement. Agency acknowledges the software vendor may have access to its data.

**9.9 Insolvency.** Consultant shall notify Agency if Consultant 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 Agency contract numbers and contracting offices for all Agency 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 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, which shall have exclusive jurisdiction therefor.

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

**9.13 Agency Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of Agency as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Agency 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. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). 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 Consultant 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.** Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without Agency's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at Agency's sole discretion. In no event shall any putative assignment create a contractual relationship between Agency 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 Electronic Signatures and Counterparts.** By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. 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.

**9.22 Ownership of Consultant's Workpapers.** The workpapers and files supporting the services Consultant performs are the sole and exclusive property of Consultant and constitute confidential and proprietary information. Consultant does not provide access to its workpapers and files to Agency or anyone else in the normal course of business. Unless required by law or regulation to the contrary, Consultant retains its workpapers and files in accordance with its record retention policy that typically provides for a retention period of seven years. After this period expires, Consultant's workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time Consultant's records are available. The workpapers and files of Consultant are not a substitute for Agency's records. Pursuant to authority given by law, regulation or professional standards Consultant may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. Consultant will notify Agency of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of Consultant personnel and at a location designated by Consultant. Furthermore, upon request, Consultant may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

**9.23 Data Aggregation.** Consultant regularly aggregates anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, Consultant is always careful to preserve the confidentiality of the separate information that Consultant obtains from each client, as required by the AICPA Code of Professional Conduct and various laws. Agency's acceptance of this Agreement will serve as its consent to Consultant's use of anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

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

CliftonLarsonAllen LLP

By Rich.Gonzalez@claconnect.com Digitally signed by  
Rich.Gonzalez@claconnect.com  
Date: 2026.06.01 13:15:56  
-07'00'  
Richard Gonzalez, CPA, Principal


UPPER VALLEY WASTE MANAGEMENT AGENCY, a  
political subdivision of the State of California

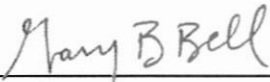
By \_\_\_\_\_  
ANNE COTTRELL, Chair of the Board of Directors of the  
Upper Valley Waste Management Agency

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APPROVED AS TO FORM:

Date: 6-1-26

BY:   
ATTEST:  
STEVEN LEDERER, Agency Manager

BY:   
Agency Counsel  
GARY B. Bell

**EXHIBIT A**  
**SCOPE OF SERVICES**

**I. Description of Services**

Consultant shall provide the following services in accordance with the terms of this Agreement:

- **Financial Statement Audit**

Audit and report on the financial statements for the Agency.

Final Deliverables Due: October 15 of each year during the term of this Agreement.

- **Audit Opinion**

Express an opinion on the fair presentation of the Agency's basic financial statements in accordance with generally accepted accounting principles.

Final Deliverables Due: October 15 of each year during the term of this Agreement.

**EXHIBIT B  
COMPENSATION AND FEE SCHEDULE**

| Scope/Entity              | Contract Years |         |         | Optional Years |         |
|---------------------------|----------------|---------|---------|----------------|---------|
|                           | FY25-26        | FY26-27 | FY27-28 | FY28-29        | FY29-30 |
| Agency Auditing Services* | \$3,300        | \$3,300 | \$3,300 | \$3,300        | \$3,300 |

\* The above fees exclude Single Audit services, should a Single Audit be required in any contract year. If applicable, an additional fee of \$5,000 shall apply per major program requiring testing.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant'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 ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide Agency with certification of all such coverages upon request by Agency's Risk Manager.

**C.2 Liability Insurance.** Consultant 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 Consultant or any officer, agent, or employee of Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant 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 Agency's Risk Manager, demonstrated by other evidence of coverage acceptable to Agency's Risk Manager, which shall be filed by Consultant with the Agency Department administering this Agreement 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 Agency number or title and department; shall be kept current during the term of this Agreement; shall provide that Agency 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, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa Agency, its officers, employees, agents, and volunteers as additional insureds via a blanket endorsement as required by written contract and waiving subrogation. For the Workers Compensation insurance coverage, Consultant 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 Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Agency shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to Agency with respect to any insurance or self-insurance programs maintained by Agency. 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 Self-Insured Retention.** In the event of a claim, suit, or action, the Agency reserves the right to request relevant sections of any applicable insurance policy and endorsements. Any self-insured retentions (SIR) shall not reduce the limits of liability. The failure to exercise this right shall not constitute a waiver of such right.