

Les Baugh
County Member

Pamelyn Morgan
City Member

Stan Neutze
City Member

Mike Mezzano
City Member Alternate

Irwin Fust
Special District Member

Mary Rickert
County Member Alternate

Brenda Haynes
Special District Member



Larry Russell
Public Member

Joe Chimenti
County Member

Fred Ryness
Special District Alternate

Katharine Ann Campbell
Public Member Alternate

George Williamson
Executive Officer

James M. Underwood
General Counsel

Kathy Bull
Manager

Agenda Item: 9.b.

Meeting Date: June 3, 2021

From: George Williamson, Executive Officer & Kathy Bull, Office Manager

Subject: FY 2021/2022 Professional Services Agreements
Executive Officer & General Counsel

Background:

Jim Underwood has been providing General Counsel; services since 2011. George Williamson has been providing contracted Executive Officer Services since 2016. The current agreements for professional services between Shasta LAFCO and Jim Underwood for General Counsel services and George Williamson, Planwest Partners for Executive Officer services, will expire on June 30, 2021.

Discussion:

The Executive Committee reviewed updated agreements between Shasta LAFCO and Jim Underwood, Underwood Law Offices PC, for General Counsel services; and George Williamson, Planwest Partners Inc. for Executive Officer services on May 26, 2021. The Executive Committee approved the agreements to then be provided for full Commission approval at the June 3rd Commission meeting. The update will provide a one-year extension of professional services agreements to Shasta LAFCO.

Recommendation:

It is recommended the Commission approve the one-year agreements for Jim Underwood, Underwood Law Offices PC, for General Counsel services; and George Williamson, Planwest Partners Inc. for Executive Officer services, covering the period of July 1, 2021 through June 30, 2021 or provide staff direction as needed.

Attachments: Jim Underwood, Jim Underwood Law, General Counsel services Agreement
George Williamson, Planwest Partners Executive Officer services Agreement

**AGREEMENT BETWEEN
THE SHASTA LOCAL AGENCY FORMATION COMMISSION
AND
PLANWEST PARTNERS INC.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made by and between Planwest Partners Inc., a planning consulting firm, hereinafter referred to as "Consultant," and the Shasta Local Agency Formation Commission, hereinafter referred to as "Shasta LAFCO." This Agreement is effective as of July 1, 2021, for Fiscal Year 2021 -22 and supersedes all prior agreements and amendments.

1. Scope of Services. Consultant shall perform professional services for Shasta LAFCO in accordance with Exhibit A "Scope of Services," which is attached hereto and incorporated herein by reference.

2. Term.

a) Term. The term of this agreement shall commence on July 1, 2021, upon Shasta LAFCO notice to Consultant to commence services to the Consultant after full execution of this Agreement by both parties and receipt by Shasta LAFCO of all insurance certificates.

b) Termination. Unless terminated earlier, this agreement shall terminate on June 30, 2022. Either party may terminate this Agreement upon 30 days written notice, in which event Consultant will be entitled to invoice Shasta LAFCO for and to receive payment for all acceptable services performed or furnished under the Agreement, if applicable, and all reimbursable expenses incurred through the effective termination date. Notwithstanding the foregoing the parties may extend the term of this agreement in writing and on terms that are mutually agreed to.

c) Time for Completion. Consultant shall timely complete all statutory duties as required by applicable statute and other specific tasks in accordance with time frames mutually agreed to by Shasta LAFCO and Consultant.

3. Compensation for Services.

a) Payment. Shasta LAFCO shall pay Consultant on a time and materials basis at the rates specified in Exhibit B, which is attached hereto and incorporated herein by reference, with the maximum payment amount not to exceed \$51,000 for staffing services and expenses, and \$35,000 for MSR and SOI Updates, for FY 2021-22, and additional application processing fees and expenses charged separately, also in accordance with Exhibit B.

b) Invoicing. Consultant shall prepare and submit its invoices to Shasta LAFCO no more than once per month and shall provide a time summary of work performed. Shasta LAFCO shall pay undisputed invoices within 30 days of receipt. If Shasta LAFCO disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount.

4. Professional Standards. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances. Consultant is responsible for professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this Agreement.

Independent Contractor Status. Consultant is performing services as an independent contractor for Shasta LAFCO and is neither an employee nor an agent of Shasta LAFCO. Except as otherwise

provided in this Agreement. Consultant shall have sole control over the manner and method of performance of the services, and Shasta LAFCO's only interest shall be in the results of such services. Shasta LAFCO's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Shasta LAFCO's account. This Section shall also apply to any of Consultant's employees, agents and subcontractors.

5. Document Submission and Title to Documents. Consultant agrees that all data, plans, reports, maps, memoranda, manuals, letters and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of Shasta LAFCO upon delivery. Shasta LAFCO may disclose, disseminate and use in whole or in part, data and information received, collected, and developed under this Agreement.

6. Designation of Representative. Consultant and Shasta LAFCO shall designate specific individuals to act as representatives ("Designated Representative(s)"), who shall transmit instructions, receive information, and implement the Agreement on behalf of each respective party. The Designated Representatives of the respective parties shall initially be those individuals identified in section 8 of this agreement. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.

7. Notice. All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

Shasta LAFCO
Irwin Fust, Commission Chair
999 Mission Del Oro Drive Suite 106
Redding, California 96003

Planwest Partners Inc.
George Williamson, Principal Planner
1125 16th Street, Suite 200
Arcata, CA 95521

8. Indemnification. Consultant shall indemnify and hold harmless Shasta LAFCO and its committees, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

9. Insurance.

a) Insurance Requirements.

- i. Prior to performing any services hereunder and until the services have been completed in accordance with this Agreement and accepted by Shasta LAFCO, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10. In the event the Consultant subcontracts services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 10 will be made a part of any such subcontract agreement.
- ii. As evidence of specified insurance coverage, Shasta LAFCO may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming Shasta LAFCO as an additional insured thereunder,

except that Consultant shall not be obligated to name Shasta LAFCO as an additional insured for its Professional Liability Insurance and Workers Compensation insurance policies.

- iii. Shasta LAFCO reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.
- b) Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance ("Professional Liability Insurance") for the services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$1,000,000 Single Limit, any one claim and annual aggregate.
- c) Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.
- d) Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.
- e) Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement Consultant shall provide evidence of personal auto liability coverage for each such person.

10. Dispute Resolution. The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.

11. Governing Law, Venue. This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Shasta County.

12. Authority. Each party hereto warrants and represents to the other party that such party has the full right, power and Shasta LAFCO to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.

13. Negotiated Agreement, Interpretation. This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting

on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.

14. Entire Agreement/Modifications and Amendments. This Agreement and all attachments constitute the entire agreement between Shasta LAFCO and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

15. Assignment, Subcontract. This agreement has been entered into based on the unique qualifications of the Consultant in light of Shasta LAFCO's needs. Accordingly, Consultant may not assign its rights, interests, duties or obligations under this Agreement without the advance approval of Shasta LAFCO.

16. Survival of Terms. In the event that any provisions of this agreement are determined to be invalid or unenforceable, all other terms of this agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date of the last party signing.

SHASTA LAFCO:

By: Commission Chair

Attest

Designated Representative:

Name: Irwin Fust, Commission Chair

Phone: (530) 242-1112

Fax: (530) 242-1113

E-mail: _____

PLANWEST PARTNERS INC.

By Principal

Date _____

Designated Representative:

Name: George Williamson

Phone: (707) 825-8260

Fax: (707) 825-9181

E-mail: georgew@planwestpartners.com

EXHIBIT A
SCOPE OF SERVICES

1. Quarterly Budget Reporting.
2. Budget Preparation.
3. Prepare Commission agendas and attend (including remotely) up to six (6) Commission meetings from July 1 2021-June 30, 2022.
4. Respond to inquiries and provide information to member organizations and potential applicants.
5. Process applications (funded by application deposits). The expenses incurred processing applications will be tracked separately and will either be billed directly to the applicant or billed against applicant deposits with Shasta LAFCO. The application expenses are separate from the amount specified in this agreement and will be consistent with Commission adopted application fee policies.
6. Supervise and provide direction to Shasta LAFCO independent contractors as appropriate and confer with Shasta LAFCO General Counsel when needed.
7. Participate in Executive Committee meetings, and other meetings as directed by the Commission by phone or in person, or as may be required to properly represent Shasta LAFCO in matters of concern.
8. Executive Officer Performance Review – Participate in annual performance review with the Commission. Provide a performance review form for commission use.
9. Basic Geographic Information System (GIS) services – update spatial data and mapping as needed. This includes MSR/SOI mapping.
10. Policies and Procedures Update - Review and where appropriate recommend policy and procedures updates for clear direction and consistent action in LAFCO operations and decision-making.
11. Application Requirement and Review Updates- Review and where appropriate recommend updates for application filing requirements and review processes including noticing and emphasizing use of electronic information to reduce paper and mailing costs.
12. Prepare the following Municipal Service Reviews and Sphere of Influence ("MSR/SOI") Updates:
 - a. County Service Area # 23 Craggs View
 - b. Mountain Gate & Centerville Community Services Districts
 - c. City of Redding
 - d. Mayer's Memorial Health Care District;

EXHIBIT B

PAYMENT SCHEDULE

Compensation Rates for Services

Bookkeeper: \$60.00 per hour

Planning Technician /Services Assistant /Clerk: \$70.00 per hour

Associate Planner/ Environmental Planner/ Services Specialist: \$85.00 per hour

Associate Planner/ Analyst/ Facilitator/Outreach Specialist: \$95.00 per hour

GIS Analyst: \$92.00 per hour

Senior Planner & Senior Analyst: \$115.00 per hour

Principal Planner: \$125.00 per hour

Direct expenses:

Mileage	per mile or direct rental car/fuel costs as set by IRS
Telephone:	actual toll call costs
Printing:	direct printing and binding costs
Postage:	current USPS rates
Delivery Service:	Actual delivery costs

LEGAL SERVICES AGREEMENT BETWEEN THE SHASTA LOCAL AGENCY FORMATION COMMISSION AND UNDERWOOD LAW OFFICES

This Agreement is entered into between the Shasta Local Agency Formation Commission (LAFCO) and Underwood Law Offices, P.C. ("FIRM"), a professional law corporation, for the purpose of legal services.

1. PERIOD OF PERFORMANCE

This Agreement shall begin July 1, 2021, and shall continue until June 30, 2022 or until the completion of the matter(s) and case(s) identified in this Agreement in Attachment A (and any other matter(s) or cases LAFCO, assigns to FIRM as provided in this Agreement), whichever is later, or until this Agreement is terminated pursuant to the provisions of paragraph 6 or paragraph 7.

2. FIRM'S SERVICES AND RESPONSIBILITIES

FIRM shall act as general counsel to LAFCO and its officers and employees in matters or cases assigned to FIRM. This contract does not contemplate that FIRM shall provide litigation services.

FIRM shall make every effort to provide the most cost-effective services possible to LAFCO and shall suggest options and techniques to dispose of cases without unnecessary pleadings or discovery. In this regard, FIRM'S attendance at meetings of the Commission shall be optional, and shall be by telephone when feasible. LAFCO shall, through its Executive Officer, notify FIRM in advance of any meeting when personal attendance of FIRM's representative is needed, or specify when telephone attendance is preferred.

FIRM shall provide LAFCO with the necessary representation by and through services performed by James M. Underwood with support as needed from the FIRM's paralegal staff at no additional charge.

FIRM shall coordinate with LAFCO in performing services under this Agreement and shall report to LAFCO's Commission, or to the Executive Officer of LAFCO ("Executive Officer"), as requested, regarding the matters it is handling.

In the event of litigation to be handled by the FIRM, the following shall apply:

- (a) FIRM shall obtain LAFCO Executive Officer's written approval before retaining any consultant or expert witness.
- (b) FIRM shall assist LAFCO Executive Officer in settlement evaluations and negotiations, and shall obtain LAFCO Executive Officer's authority before making any settlement proposal on LAFCO's behalf or to the Court or to any other party to the case(s).
- (c) FIRM shall immediately notify Executive Officer verbally and in writing when a judgment, verdict or other award is rendered.
- (d) FIRM shall provide to LAFCO copies of all substantive pleadings and motions filed with the court or other administrative body, including those submitted by another party. FIRM shall also submit copies of all court rulings.

FIRM shall compile and maintain all backup documentation to support all entries included in its billings.

3. **REPORTING REQUIREMENTS**

In order to contain costs, many of FIRM's communications with LAFCO will be by way of electronic mail or telephone to LAFCO, which shall be attorney-client privileged and copies of which shall be kept in confidential electronic files by LAFCO and by FIRM. However, certain information must be provided in writing.

FIRM shall provide LAFCO with the following reports for litigation cases, if any:

A. **Case Evaluation, Plan and Budget**

- (i) In the event of litigation FIRM shall prepare and submit to LAFCO a *Case Evaluation, Plan and Budget*, which shall be a confidential independent evaluation of the case that will serve as the basis for developing LAFCO's legal position and strategy, and for controlling litigation costs.
- (ii) The *Case Evaluation, Plan and Budget* shall be submitted to LAFCO as soon as possible after FIRM's initial analysis of the case, but no later than 60 days after FIRM first appears in the case.

B. **Case Status Reports**

- (i) The FIRM shall prepare and present written to LAFCO a *Case Status Report* for each item of pending litigation, which shall be a summary of the significant actions and developments in the case since the last report or since the submission of the *Case Evaluation, Plan and Budget*, as applicable.
- (ii) FIRM shall ordinarily provide *Case Status Reports* no less than every six months. Between regularly scheduled reports, FIRM shall advise LAFCO of important case developments or re-assessment of LAFCO's exposure and, if requested, prepare an updated *Case Status Report*.

4. **COMPENSATION**

FIRM shall be paid at the hourly rate for the hours actually expended and for expenses actually incurred as identified in this Section of the Agreement for General Counsel services. Costs and fees for litigation shall be handled by separate agreement.

A. **Fees**

FIRM shall provide general counsel legal services at the following billing rates:

General Counsel Services - \$165 per hour
Litigation Services - \$195.00

B. **Expenses**

LAFCO shall reimburse FIRM for its actual out-of-pocket expenses but without any additional costs for having advanced the funds. Such expenses include but are not limited to the cost of transcripts, service fees, expedited postage or delivery charges, electronic legal research fees, etc.

Non-reimbursable expenses shall include, but not be limited to:

- (i) Staff time or overtime for performing secretarial, clerical, or word processing functions.
- (ii) Charges for travel time.

5. **BILLINGS AND PAYMENTS**

A. **Billings**

1. FIRM shall submit its itemized billing statement monthly to LAFCO.
2. The original billing statement(s) and one copy shall be submitted to:

Executive Officer
Shasta LAFCO
999 Mission De Oro Drive, Suite 106
Redding, California 96003

3. Each billing statement shall be itemized in a time reporting format acceptable to LAFCO and shall include original or genuine copies of invoices for reimbursement of expenses.
4. FIRM shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. FIRM shall make such documentation available to auditors upon request and in accordance with paragraph 11E.

B. **Payments**

1. LAFCO's staff shall review all billing statements.
2. LAFCO shall make its best effort to process payments promptly after receiving FIRM's monthly billing statement, and shall be due within 30

days of receipt. LAFCO shall not pay interest or finance charges on any outstanding balance(s).

6. **TERMINATION**

This Agreement may be terminated in whole or in part at any time that LAFCO, in its sole discretion, deems termination to be in its best interest. LAFCO shall terminate services by delivering to FIRM a written Termination Notice specifying the extent to which services are terminated and the effective termination date. FIRM may terminate on sixty (60) days' written notice. During the sixty (60) day notice period, FIRM shall at LAFCO's request, transfer pending files or complete specified services, which may include a final report.

7. **TERMINATION DUE TO CONFLICT OF INTEREST**

If either FIRM or LAFCO determines a matter of professional conflict has arisen which should not or could not be postponed until the conclusion of the litigation, FIRM or LAFCO may give written notice of immediate termination of this Agreement subject to FIRM's duty to provide adequate representation until the appropriate substitutions can be made.

8. **CLOSING REPORT UPON TERMINATION**

Upon LAFCO's request, FIRM shall deliver a *Closing Report* to LAFCO in the format required by LAFCO, after termination of this Agreement.

9. **ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.**

A. This Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. FIRM shall be entitled to no other benefits other than those specified herein. FIRM specifically acknowledges that in entering into and executing this Agreement, FIRM relies solely upon the provisions contained in this Agreement and no others.

B. No changes, amendments or alterations to this Agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between FIRM and the LAFCO Executive Officer.

C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

10. **NOTICES**

All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to LAFCO or FIRM at the addresses below, or at

any other address LAFCO or FIRM shall provide in writing to each other:

If to LAFCO: Executive Officer
Shasta LAFCO
999 Mission De Oro Drive, Suite 106
Redding, California 96003

If to FIRM: James M. Underwood
Underwood Law Offices, P.C.
P.O. Box 2428
Weaverville, CA 96093

11. **ASSIGNMENT**

- A. No part of this Agreement or any right or obligation arising from it is assignable without LAFCO's written consent.
- B. However, FIRM may retain associated legal counsel and experts as FIRM deems appropriate after receiving LAFCO's written approval.

12. **STANDARD TERMS AND CONDITIONS**

A. **Indemnification**

FIRM shall indemnify, defend, and save harmless LAFCO, its agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to losses resulting from FIRM's errors or omissions or any bodily injury, death, personal injury, or property damage (including FIRM's property), in connection with FIRM'S operations or its services, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this Agreement.

B. **Insurance**

FIRM shall indemnify, defend, and save harmless LAFCO, its agents, officers and employees from and against any and all liability (including defense costs and reasonable attorney fees) and claims for damages of any nature whatsoever, including, but not limited to FIRM's negligent acts or omissions, arising out of the performance of this Agreement, except liabilities and claims for damages (including reasonable attorneys fees) resulting from FIRM's professional negligence which may be covered by FIRM's professional liability insurance and except for any liabilities and claims for damages (including reasonable attorneys fees) caused by LAFCO's negligence or willful misconduct.

Such insurance shall be primary to and not contributing with any other insurance maintained by LAFCO, and shall include, but not be limited to:

- 1. Comprehensive General Liability Insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form

Property Damage, and Personal Injury with a combined single limit of not less than \$500,000 per occurrence.

If the above insurance is written on a Claims Made Form, the insurance shall be endorsed to provide an extended reporting period of not less than five years following termination of this Agreement.

2. Professional liability insurance with a liability limit of at least \$1,000,000 per claim.

C. **Independent Contractor Status**

1. This Agreement is between the LAFCO and FIRM and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between LAFCO and FIRM.
2. FIRM understands and agrees that all FIRM personnel furnishing services to LAFCO under this Agreement are employees solely of FIRM and not of LAFCO for purposes of workers' compensation liability.
3. FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any FIRM personnel for injuries arising from services performed under this Agreement.

D. **Governing Laws**

This Agreement shall be construed in accordance with the laws of the State of California.

E. **Record Retention and Inspection**

Within ten (10) days of LAFCO's written request, FIRM shall allow LAFCO or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Agreement. FIRM shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of five (5) years after termination or completion of this Agreement unless LAFCO's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later.

F. **Communications with LAFCO**

FIRM understands that the LAFCO is the legally empowered representative of the LAFCO and its officers and employees and FIRM shall not without specific direction from the LAFCO communicate with, advise or represent the LAFCO, its Commission or any other officers or employees.

G. **Validity**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

H. **Waiver**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision or any other provision of this Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

I. **Confidentiality**

During the term of this Agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the Agreement.

13. **CONTRACT DOCUMENTS**

This Agreement shall constitute the complete and exclusive statement of understanding between LAFCO and FIRM and it supersedes all previous written or oral agreements, and all prior communications between the LAFCO and FIRM relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the LAFCO and FIRM have executed this Agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

Shasta LAFCO

Date: June _____, 2021

IRWIN FUST, Chairman

Underwood Law Offices, P.C.

Date: June _____, 2021

JAMES M. UNDERWOOD

TAX I.D. # 46-1983641