

**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 January 1, 2016, or when signed by both parties.

1. Scope of Services. Consultant will perform professional services for Shasta LAFCo in accordance with Exhibit A, Scope of Services, attached hereto and incorporated herein.

2. Term.

- a) Term. The term of this agreement shall commence on or about January 1, 2016, 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, 2016. 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, with the maximum payment amount not to exceed \$25,000 for the remainder of FY 2015-16, not including application processing fees and expenses which will be 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 60 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 shall be responsible for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this Agreement.

- 5. 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.
- 6. 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, final form data and information received, collected, and developed under this Agreement.
- 7. Designation of Representative.** Consultant and Shasta LAFCo shall designate specific individuals to act as representatives ("Designated Representative"), 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.
- 8. 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
Commission Chair
2516 Goodwater Avenue, Suite A
Redding, California 96002

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

- 9. 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 subcontractors for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Entire Agreement/Modifications and Amendments. This Agreement and all attachments constitutes 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.

16. 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.

17. 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.

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

SHASTA LAFCo:

Designated Representative:

By Commission Chair

Name: Commission Chair
Phone: (530) 242-1112
Fax: (530) 242-1113
E-mail: lafco@shasta.lafco.ca.gov

Date: _____

Attest:

PLANWEST PARTNERS INC:

Designated Representative:

By: Principal

Name: George Williamson
Phone: (707) 825-8260
Fax: (707) 825-9181
E-mail: georgew@planwestpartners.com

Date: _____

EXHIBIT A

SCOPE OF SERVICES

1. Quarterly Budget Reporting (Commencing FY 2015-16, Quarter 3).
2. Budget Preparation (Commencing FY 2016-17).
3. Prepare Commission agendas and physically attend up four (4) meetings from January 1, 2016 through June 30, 2016).
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. This expenses is 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 employees and independent contractors as appropriate, and confer with Shasta LAFCo General Counsel when needed.
7. Participate in Executive Committee and Fiscal 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. Perform other tasks as prescribed by statute to be performed by LAFCo Executive Officers or as may be assigned by the Commission.

NOTE: This agreement work scope does not include preparation of Municipal Service Reviews and Sphere of Influence (“MSR/SOI”) Updates, except as may be associated with a Shasta LAFCo application requiring such work (to be funded by the applicant). Any future MSR/SOI work not to be completed in association with an application will be addressed by amendment to this agreement.

EXHIBIT B

PAYMENT SCHEDULE

Compensation Rates for Services

Bookkeeper: \$48.00 per hour

Administrator: \$58.00 per hour

Services Specialist: \$58.00 per hour

Facilitator/Outreach Specialist: \$58.00 per hour

GIS Analyst: \$62.00 per hour

Environmental Planner: \$76.00 per hour

Analyst: \$84.00 per hour

Principal: \$108.00 per hour

+ Direct expenses
