



**A Joint Powers Authority Established in 1980**

**April 24, 2024**

**Special Executive Committee Meeting  
Agenda**



**PRESIDENT  
Nathan Black**

**VICE-PRESIDENT  
Nichole Williamson**

**SECRETARY  
Van Maddox**

**Location: Zoom**

<https://us06web.zoom.us/j/83527130580?pwd=LimZElsJqQJk12ZbTKcNuM3bx6B0Em.1>

**Date:** April 24, 2024

**Time:** 09:00 am

**Telephonic List:**

Trindel		51 Arbuckle CT, Weaverville, CA 96093	530-623-2322
Sutter	Nathan Black	1160 Civic Center # D, Yuba City, CA 95993	530-822-7127
Alpine	Nichole Williamson	75 A Diamond Valley Rd, Markleeville, CA 96120	530-694-2235
Modoc	Chester Robertson	240 S Court St, Alturas, CA 96101	530-233-7660
Plumas	Travis Goings	1446 E. Main Street, Quincy, CA 95971	530-283-6315

ORDER OF BUSINESS

As to each agenda item, the Board may take active, give direction and/or receive informational reports.

**1. Call to Order:**

**2. Roll Call:**

**3. Public Comment**

- i. Matters under the jurisdiction of the committee, whether or not on the posted Final Agenda, may be addressed by the general public at this time. The total amount of time for public comment shall be no more than fifteen minutes. The President, with consensus of the committee, may establish reasonable regulations including, but not limited to, limiting the amount of time allocated for a particular issue and for each speaker. No action is to be taken or substantive discussion pursued on matters not on the posted Final Agenda.*

**4. Contract for General Counsel Services with the Law Office of Charles McKee: Action item for the committee to consider a contract for general services.**

**5. Adjournment**

- i. Disability Access: The meeting room is wheelchair accessible and disabled parking is available at the meeting location. If you are a person with a disability and you need disability-related modification or accommodations to participate in this meeting, please contact the Executive Director at (phone) 530-623-2322, (fax) 530-623-5019 or (email) [afischer@trindel.org](mailto:afischer@trindel.org). Requests for such modifications or accommodations must be made at least two full business days before the start of the meeting.*



**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between Trindel Insurance Fund ("TIF"), a political subdivision of the State of California, and

Charles J. McKee ("CONTRACTOR")

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 and A-3.

**2. TERM OF AGREEMENT.**

Commencement Date: Date of last signature below.

Initial Termination Date: June 30, 2025

After the initial period, shown above, this agreement is automatically renewed from year to year, unless terminated pursuant to Attachment D.11. Any proposed revisions to this Agreement, by either party, must be submitted in writing no later than May 1<sup>st</sup> of any given year and will only become effective upon approval of an amendment to this Agreement.

(See Attachment D.11 for Termination)

**3. PAYMENT.**

TIF shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amounts set forth in Attachment "B". The fee schedule specified in Attachment "B" sets forth the only types of payment that will be made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to TIF in the form satisfactory to TIF.

Parties are entitled to have any fee dispute be resolved by binding arbitration pursuant

to the arbitration rules for legal fee disputes of the County Bar Association in any county in which CONTRACTOR/Attorney maintains an office. Parties hereto agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT. AS WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS ~~OF COUNTY.~~**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. TIF shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

**7. DESIGNATED REPRESENTATIVES.**

Andrew FischerDavid Nelson, Executive Director, is the designated representative of TIF and will administer this Agreement for Trindel Insurance Fund. The Board of Directors, the Executive Committee and TIF President are also authorized to administer this Agreement, Charels J. McKee is the authorized representative for the CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions

**9. AGREEMENT COMMENCEMENT DATE.** The Agreement Commencement Date is: the date of the last signed by the parties below.

10. CONFLICT of INTEREST: TIF acknowledges that CONTRACTOR represents other clients, including the County of Alpine, which representation may, from time to time, present an actual or perceived conflict of interest with the representation of TIF. CONTRACTOR shall promptly inform the TIF of any situation giving rise to a conflict of interest in the representation of TIF, and the parties shall confer in good faith regarding a potential waiver of any conflict. Should any conflict

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not be waived, TIF shall seek legal services from a different attorney of its choice regarding that matter. CONTRACTOR shall not disclose any information obtained from TIF to another client where a conflict exists.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"TRINDEL INSURANCE FUND"

(CONTRACTOR)

By Andrew Fischer Executive Director Nathan Black, President

Charles J. McKee (CONTRACTOR Representative)

CONTRACTOR TAXPAYER I.D. NUMBER

[Contractor shall provide a W-9 (Taxpayer ID, or Social Security No.)]

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**ATTACHMENT A  
SERVICES**

**A.1 SCOPE OF SERVICES AND DUTIES.**

**A.1.1** CONTRACTOR may provide training and/or services, detailed below, as requested by TIF member counties or TIF and as CONTRACTOR is available to provide such requested services. CONTRACTOR shall provide copies of any and all training/informational material for each participant in ~~services~~the services listed below.

Provide General Counsel Legal Services to Trindel as may be requested orally or in writing, by the Executive Director, Executive Committee or Board of Directors. Such General Counsel Legal Services include: (1) attendance at Board of Directors and Executive Committee meetings; (2) advice related to the Brown Act, the Political Reform Act and other conflict of interest laws (with the understanding that legal advice is not a defense to conflict of interest claims/prosecutions), the Public Records Act, and legal requirements that apply to Joint Powers Authorities; and (3) review of Board of Directors and Executive Committee meeting agendas and other legal documents, including contracts, policies, resolutions, and governing documents.

The scope of our engagement does not include issues or disputes relating to the scope of Insurance coverage provided by Trindel to its member agencies or litigation covered by Trindel. Trindel agrees that separate counsel shall be utilized to advise and provide representation on such issues.

Attorney/law firm also agrees to provide legal services in discrete matters beyond the scope of these General Counsel Legal Services, any such services will be agreed to separately in ~~writing~~ and writing and will be billed separately apart from this agreement.

**A.2. TIME SERVICES RENDERED.**

Work will begin immediately upon execution of this Agreement by the Parties~~TIF~~. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

**A.3. MANNER SERVICES ARE TO BE PERFORMED.**

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. TIF shall not control the manner of performance.

**ATTACHMENT B  
PAYMENT**

TIF shall pay CONTRACTOR as follows:

**B.1 FEES & COSTS.**

**B.1.1** For services provided to TIF or TIF members the following fee schedule will apply for the initial contract period and each additional contract period:

The contract period shall be from July 1 through June 30 of each year that this agreement is in force, except year one, which commences upon execution of Agreement.

Fee Structure:

- a. \$300.00 per hour, billed in 1/10-hour increments
- b. \$100.00 per hour actual travel time, billed in 1/10-hour increments
- c. Actual lodging and meal expenses while traveling
- d. TIF approved conference/training registration  
~~(Determined by CONTRACTOR)~~

**B.2 AUTHORIZATION REQUIRED.** TIF or TIF member counties will contact and/or schedule services directly with CONTRACTOR. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by TIF. Payment for additional services shall be made to CONTRACTOR by TIF if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

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**ATTACHMENT C**  
**ADDITIONAL PROVISIONS**

- C.1. Contractor shall not use or replace services provided under this agreement with any third parties or subcontractors without the written authorization of the TIF Executive Director.



**ATTACHMENT D**  
**GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of TIF. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

**D.1.1** CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

**D.1.2** CONTRACTOR shall be responsible to TIF only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to TIF's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

**D.1.3** CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

**D.1.4** CONTRACTOR is not, and shall not be, entitled to receive from or through TIF, and TIF shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of TIF.

**D.1.5** The CONTRACTOR shall not be entitled to have TIF withhold or pay, and TIF shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of TIF.

**D.1.6** The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any TIF fringe benefit program including, but not limited to, TIF's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to TIF's employees.

**D.1.7** TIF shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

**D.1.8** The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself ~~as~~ an independent contractor and not as an employee of TIF.

**D.1.9** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate TIF in any way without the prior written consent of TIF.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to TIF that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to TIF that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

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**D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party. CONTRACTOR may, by notification to the TIF Executive Director, of any restrictions on the time available to perform services.

**D.5 INSURANCE. WE WILL PUT HERE WHATEVER YOU HAVE OR CAN REASONABLY OBTAIN.**

**D.5.1** Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to TIF. The insurance shall contain the coverage indicated by the checked items below.

~~D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of one million Dollars (\$1,000,000) per occurrence and with not less than one million (\$1,000,000) aggregate. CONTRACTOR shall insure both TIF and CONTRACTOR against any liability arising under or related to this Agreement.~~

**D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Five Thousand Dollars (\$5,000).

~~D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Three Hundred Thousand Dollars (\$1,000,000) per occurrence and with not less than Three Hundred Thousand Dollars (\$1,000,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.~~

~~D.5.1.4 Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the Labor Code, if required to provide such coverage.~~

**D.5.2** The limits of insurance herein shall ~~not~~ limit the liability of the CONTRACTOR hereunder. Trindel may satisfy the contractors self insurance retention to access insurance limits if Trindel wishes.

**D.5.3** In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance may ~~shall~~ be acquired by TIF and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

**D.5.4** The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to TIF. The endorsement shall also provide money for defense and coverage with insurance company money.

**D.5.5** The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to TIF at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of TIF and TIF, as a condition of its approval, may require such proof of the adequacy of Contractor's financial resources as it may see fit.

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**D.5.6** Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Trindel Insurance Fund  
Andrew Fischer, Executive director  
P.O. Box 2069  
Weaverville, CA 96093

**D.5.7** CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to TIF as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, TIF may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to TIF upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

**D.5.8** TIF shall have the right to request such further coverages and/or endorsements on the insurance as TIF deems necessary, at ~~TIF's~~ ~~Contractor's~~ expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to TIF in its sole and absolute discretion.

**D.5.9** Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

**D.5.10** ~~CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Comprehensive General and Automobile Liability insurance, CONTRACTOR shall look solely to its insurer for recovery. CONTRACTOR hereby grants to TIF and its members, on behalf of any insurer providing Comprehensive General and Automobile Liability insurance to either CONTRACTOR or TIF and its members with respect to the services of CONTRACTOR herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against TIF and its members by virtue of the payment of any loss under such insurance.~~

**D.6 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless TIF, its members, its Board of Directors; agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may be caused by or arise out of the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of Contractor's officers, agents, employees, contractors, or subcontractors.

TIF shall defend, indemnify, and hold harmless CONTRACTOR, its agents and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of TIF in the performance of services rendered under this Agreement by TIF, or any of TIF's officers, agents, employees, contractors, or subcontractors.

**D.7 CONTRACTOR NOT AGENT.** Except as TIF may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of TIF in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind TIF to any obligation whatsoever.

**D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void

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and of no legal effect.

**D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TIF, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from TIF of its desire for removal of such person or persons.

**D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to TIF pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.

**D.11 TERMINATION.**

**D.11.1. By TIF:** TIF may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for TIF's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to TIF all data, summaries, reports, and all other records, including computer records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process. There shall be no charge for the preparation and/or deliver of the above.

**D.11.1.1 For Convenience.** TIF or CONTRACTOR may terminate this Agreement upon sixty (60) ~~days~~ days' written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify TIF as to the status of its performance. Notwithstanding any other payment provision of this Agreement, TIF shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement.

**D.11.1.2 For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, TIF may, at TIF's sole option, terminate this Agreement by written notice.

**D.11.2 By CONTRACTOR;** Should TIF fail to pay CONTRACTOR all or any part of the payment set forth as provided herein, CONTRACTOR may, at Contractor's option terminate this agreement if such failure is not remedied by TIF within thirty (30) days of written notice to TIF of such late payment.

**D.12 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of TIF, and CONTRACTOR agrees to deliver reproducible copies of such documents to TIF on completion of the services hereunder. TIF agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.13 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.14 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, ~~express~~ expressed or implied.

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**D.15 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.16 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.17 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.17.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.17.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.18 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.19 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.20 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.21 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.22 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.23 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.24 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

**D.25 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.26 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by TIF and shall apply to any claim against TIF arising out of any acts or conduct under the terms and conditions of this Agreement.

**D.27 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

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**D.28 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.29 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to TIF a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.30 CONFLICT OF INTEREST.**

**D.30.1 LEGAL COMPLIANCE.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.30.2 ADVISEMENT.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the TIF designated representative and provide all information needed for resolution of the question.

**D.30.3 ADMONITION.** Without limitation of the covenants in subparagraphs D.30.1 and D.30.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.30 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of TIF in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any TIF decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.31 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of TIF or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the *California Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.32 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

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**D.33 TAXPAYER I.D. NUMBER.** TIF shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under Contractor's signature on page 2 of this Agreement).

**D.34 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "TIF":  
Andrew Fischer, Executive Director  
Trindel Insurance Fund  
Post Office Box 2069  
Weaverville, CA 96093

If to "CONTRACTOR":  
[Law Office of Charles J. McKee](#)  
[P.O. Box 551345](#)  
[South Lake Tahoe, CA 96155](#)