

# SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD

## AGENDA

SPECIAL MEETING  
MONDAY, JULY 9, 2018  
9:00 AM

SHASTA COUNTY ADMINISTRATION CENTER  
BOARD CHAMBERS  
1450 COURT STREET, ROOM 263  
REDDING, CA 96001

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. ADMINISTRATIVE ACTIONS**

- a) Oaths of Office
- b) Election of Officers
  - i. Call for nomination of Chairperson
  - ii. Call for nominations of Vice-Chairperson
- c) Resolution approving Personal Services Agreement for Legal Counsel
- d) Resolution adopting Bylaws
- e) Resolution adopting Conflict of Interest Code

**5. REPORTS FROM SUCCESSOR AGENCIES**

**6. PUBLIC COMMENT**

Members of the public may directly address the Oversight Board on any agenda item before or during the Board's consideration of the item. In addition, the Oversight Board provides the members of the public with a Public Comment period, where the public may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Oversight Board. Pursuant to the Brown Act (Govt. Code section 54950, et seq.), **Board action or discussion cannot be taken** on non-agenda matters, but the Board may briefly respond to statements or questions and, if deemed necessary, refer the subject matter to the appropriate agency for follow-up and/or to schedule the matter on a subsequent Board Agenda.

**7. ADJOURN**

**REPORT TO SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD**

SUBJECT		BOARD MEETING DATE	AGENDA NUMBER
ADOPT A RESOLUTION AFFIRMING THE SELECTION OF OFFICERS FOR THE SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD		07/09/2018	2018-01
AGENCY	AUDITOR-CONTROLLER'S OFFICE		
AGENCY CONTACT	<u>Name</u> Brian Muir	<u>Title</u> Auditor-Controller	<u>Phone Number</u> 225-5541

**RECOMMENDATION**

1. The Shasta County Auditor-Controller office staff will open and close nominations for the Chairperson. Votes will be cast for nominee(s) by roll call vote. The nominee receiving a majority vote will be elected Chairperson.
2. The Chairperson will then call for nominations for the election of Vice Chairperson and votes will be cast by roll call vote.
3. Adopt a resolution affirming the members selected to serve as the Chairperson and Vice Chairperson of the Shasta County Consolidated Oversight Board (the "Oversight Board").

**DISCUSSION**

Pursuant to Health and Safety Code Section 34179, the Oversight Board is required to elect one member to serve as Chairperson. In addition, it is advisable, though not required, that a Vice Chairperson be elected to preside over meetings in the absence of the Chairperson.

A majority of the total membership of the Oversight Board constitutes a quorum (four members) for the transaction of business. Given the lack of a Chairperson or Vice-Chairperson, it is recommended that the Auditor-Controller's office staff open and close nominations to the Oversight Board for the election of Chairperson. Votes will be cast for the nominee(s) by roll call vote. The nominee receiving a majority vote will be elected as Chairperson. The Chairperson will then call for nominations for the election of a Vice-Chairperson and votes will be cast by roll call vote.

**FISCAL IMPACT**

No fiscal impact.



\_\_\_\_\_  
**SIGNATURE**

Attachment

RESOLUTION NO. 2018-01

RESOLUTION OF THE SHASTA COUNTY CONSOLIDATED  
OVERSIGHT BOARD AFFIRMING THE ELECTION OF CHAIRPERSON AND  
VICE CHAIRPERSON OF THE OVERSIGHT BOARD.

WHEREAS, the Shasta County Consolidated Oversight Board (the "Oversight Board") has been formed pursuant to Health and Safety Code Section 34179 to oversee the close out and winding down of the Redevelopment Agencies within Shasta County by the Successor Agencies to the Redevelopment Agencies;

WHEREAS, the members of the Oversight Board in attendance at the initial meeting of the have been sworn in as public officials;

WHEREAS, during the initial meeting of the Oversight Board, the Chairperson and the Vice Chairperson have been selected by majority vote of the Oversight Board;

WHEREAS, it is anticipated that the Chairperson will preside over all meetings of the Oversight Board and that the Vice Chairperson will carry out the Chairperson's role in the event of their absence or recusal from discussion of a particular matter;

WHEREAS, any future change in the identity of the Chairperson or the Vice Chairperson shall be confirmed by majority vote of the Oversight Board.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board as follows:

1. The Chairperson of the Oversight Board is \_\_\_\_\_.
2. The Vice Chairperson of the Oversight Board is \_\_\_\_\_.

DULY PASSED AND ADOPTED this 9th day of July 2018, by the Oversight Board by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

\_\_\_\_\_  
Chairperson  
Oversight Board

ATTEST:

\_\_\_\_\_  
Secretary, Oversight Board

**REPORT TO SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD**

SUBJECT		BOARD MEETING DATE	AGENDA NUMBER
ADOPT A RESOLUTION APPROVING A PERSONAL SERVICES AGREEMENT WITH UNDERWOOD & WETZEL LAW OFFICES P.C. FOR LEGAL SERVICES		07/09/2018	2018-02
AGENCY	Auditor-Controller's Office		
AGENCY CONTACT	<u>Name</u> Brian Muir	<u>Title</u> Auditor-Controller	<u>Phone Number</u> 225-5541

**RECOMMENDATION**

Adopt a resolution approving a personal services agreement with Underwood & Wetzel Law Offices P.C. to provide legal services to the Shasta County Consolidated Oversight Board.

**DISCUSSION**

The Shasta County Consolidated Oversight Board is required to follow the Brown Act, the Political Reform Act and the Public Records Act. In addition, the Oversight Board must carry out its obligations pursuant to Health and Safety Code §§ 34179-34181. Legal Counsel will provide oversight of Board operations and actions, to ensure that all requirements are met.

**FISCAL IMPACT**

Pursuant to Health and Safety Code §34179(j) costs are recoverable from the Redevelopment Property Tax Trust Fund.



\_\_\_\_\_  
**SIGNATURE**

Attachment

RESOLUTION NO. 2018-02

RESOLUTION OF THE SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD TO  
APPROVE THE PERSONAL SERVICES AGREEMENT WITH UNDERWOOD & WETZEL LAW  
OFFICES P.C. FOR LEGAL SERVICES

WHEREAS, the Shasta County Consolidated Oversight Board (“Oversight Board”) was created under Section 34179(j) of the Health and Safety Code, to provide oversight to the Successor Agency of the former Redevelopment Agency of the City of Redding, the Successor Agency of the former Redevelopment Agency of the City of Anderson and the Successor Agency of the former Redevelopment Agency of the City of Shasta Lake (“Successor Agencies”) within Shasta County;

WHEREAS, the Oversight Board has specific duties to approve and direct certain actions of these Successor Agencies in the expeditious wind down of the affairs of the former redevelopment agencies;

WHEREAS, the Oversight Board desires to retain independent counsel to provide legal services to the Oversight Board with respect to issues within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the Shasta County Consolidated Oversight Board approves the attached Personal Services Agreement with Underwood & Wetzel Law Offices P.C.

DULY PASSED AND ADOPTED this 9th day of July 2018, by the Oversight Board by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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Chairperson  
Oversight Board

ATTEST:

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Secretary, Oversight Board

**PERSONAL SERVICES AGREEMENT  
BETWEEN SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD AND  
THE LAW FIRM OF  
UNDERWOOD & WETZEL LAW OFFICES, P.C.  
FOR LEGAL SERVICES TO SHASTA COUNTY  
(Redevelopment Legal Services)**

This agreement is entered into between the Shasta County Consolidated Oversight Board (BOARD) and the law firm of Underwood & Wetzel Law Offices, P.C. (CONSULTANT) (collectively, the "Parties" and individually a "Party") for the purpose of providing legal services to the Board regarding its responsibilities arising out of Health and Safety Code section 34179 et seq.

**1. RESPONSIBILITIES OF CONSULTANT.**

During the term of this agreement, CONSULTANT shall attend meetings and shall provide legal services to the BOARD concerning redevelopment matters and the BOARD'S responsibilities under Health and Safety Code section 34179 et seq., as may be requested by the Shasta County Auditor or his or her designee acting as staff for the BOARD.

**2. RESPONSIBILITIES OF BOARD.**

BOARD shall pay CONSULTANT for services rendered as set forth in provisions 3 and 4 of this Agreement.

**3. COMPENSATION.**

CONSULTANT shall be paid the hourly rate of One-Hundred and Sixty-five dollars (\$165.00) per hour for performing the duties described in this Agreement. CONSULTANT shall also be reimbursed for actual photocopying and long-distance telephone call expenses associated

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SHASTA COUNTY  
AUDITOR-CONTROLLER  
RECEIVED

with performing the duties described in this agreement. Total compensation and reimbursement paid to CONSULTANT shall not exceed the sum of \$10,000 during the entire term of this agreement, including any extension thereof as provided in provision 5, except where, at the written request of the BOARD, compensation in excess of \$10,000 is necessary for CONSULTANT to adequately provide legal representation for the work scope herein described.

**4. BILLING AND PAYMENT.**

For services rendered CONSULTANT shall submit a statement of services at the end of each month for services rendered for the prior month. The statement should be sent to Shasta County Consolidated Oversight Board in care of the Shasta County Auditor, 1450 Court Street, Suite 238, Redding, CA 96001. BOARD shall make payment within thirty (30) days of receipt of CONSULTANT's correct and approved statement.

**5. TERM OF AGREEMENT.**

This agreement shall commence April 1, 2018, and end June 30, 2019. The term shall be automatically renewed for two additional 1-year terms at the end of the initial term, unless the agreement is terminated in accordance with provision 6.

**6. TERMINATION OF AGREEMENT.**

A. The BOARD may discharge CONSULTANT at any time by written notice to CONSULTANT and BOARD. Unless specifically agreed by CONSULTANT and the BOARD, CONSULTANT will provide no further legal services and advance no further costs on the BOARD's behalf after receipt of written notice of discharge.

B. CONSULTANT may withdraw with the BOARD's consent or for good cause by written notice to the BOARD.

C. BOARD may terminate this agreement immediately upon oral notice to CONSULTANT should funding cease or be materially decreased.

D. Notwithstanding CONSULTANT's withdrawal or the BOARD's discharge of CONSULTANT, BOARD shall pay CONSULTANT for all services completed and expenses incurred as of the effective date of any notice of termination.

7. **ENTIRE AGREEMENT; MODIFICATION; HEADINGS.**

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto concerning the herein described work scope. CONSULTANT shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this agreement, CONSULTANT relies solely upon the provisions contained in this agreement and no others. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

8. **NON-ASSIGNMENT OF AGREEMENT.**

Inasmuch as this agreement is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, or delegate any interest herein without the prior written consent of BOARD. The waiver by BOARD or CONSULTANT of any breach of this agreement shall not be deemed to be a waiver of any other breach.

**9. EMPLOYMENT STATUS.**

CONSULTANT shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow BOARD to exercise discretion or control over the professional manner in which CONSULTANT performs the services which are the subject matter of this agreement. The services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such services. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if CONSULTANT were a BOARD employee. BOARD shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be eligible for coverage under BOARD's workers compensation insurance plan nor shall CONSULTANT be eligible for any other BOARD benefit.

**10. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Board and the County of Shasta, their elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the Board and the County

of Shasta, their elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**11. INSURANCE COVERAGE.**

A. Without limiting CONSULTANT's indemnification of the BOARD, CONSULTANT and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles with limits of liability of not less than \$1 million combined single limit bodily injury and property damage.

B. CONSULTANT and any subcontractor shall obtain and maintain continuously Workers' Compensation and Employer's Liability Insurance to cover CONSULTANT, subcontractor, CONSULTANT's partner(s), subcontractor's partner(s), CONSULTANT's employees, and subcontractor(s) employees with an insurance carrier authorized to transact

business in the State of California covering the full liability for compensation for injury to those employed by CONSULTANT or subcontractor. CONSULTANT hereby certifies that CONSULTANT is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and CONSULTANT will comply with such provisions before commencing the performance of the work of this agreement.

C. CONSULTANT shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.

**12. NON-DISCRIMINATION.**

A. CONSULTANT shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. CONSULTANT shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. CONSULTANT represents that CONSULTANT is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines issued pursuant thereto.

**13. NOTICES.**

Except as provided in section 6.D. of this Agreement (oral notice of termination due to

insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to BOARD:

Shasta County Consolidated Oversight Board  
in care of Shasta County Auditor  
County of Shasta  
1450 Court Street, Suite 238  
Redding, CA 96001

If to CONSULTANT:

James M. Underwood  
Underwood & Wetzel Law Offices, P.C.  
P.O. Box 2428  
Weaverville, CA 96093

Notice shall be deemed to be effective two days after mailing.

**14. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**15. PERFORMANCE STANDARDS.**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

**16. LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits,

certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by BOARD. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by BOARD.

**IN WITNESS WHEREOF**, BOARD and CONSULTANT have executed this agreement on the dates 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 COUNTY CONSOLIDATED OVERSIGHT BOARD**

Date: \_\_\_\_\_

\_\_\_\_\_, Chairman

ATTEST:

Clerk of the Board

\_\_\_\_\_

Date: 2/19/18

**CONSULTANT**

\_\_\_\_\_  
James M. Underwood  
Underwood & Wetzel Law Offices, P.C.  
Tax Identification Number 46-1983641

**REPORT TO SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD**

SUBJECT		BOARD MEETING DATE	AGENDA NUMBER
ADOPT BY-LAWS FOR THE SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD		07/09/2018	2018-03
AGENCY	Auditor-Controller's Office		
AGENCY CONTACT	<u>Name</u> Brian Muir	<u>Title</u> Auditor-Controller	<u>Phone Number</u> 225-5541

**RECOMMENDATION**

Adopt the attached Bylaws for the Shasta County Consolidated Oversight Board (the "Oversight Board") to facilitate the operation of the newly formed Oversight Board.

**DISCUSSION**

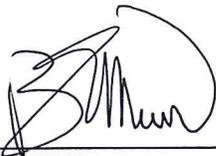
The Oversight Board has been established pursuant to Health and Safety Code Section 34179 to oversee the close out and winding down of the Redevelopment Agencies within Shasta County by the Successor Agencies to the Redevelopment Agencies.

Oversight Boards are public bodies that must conduct their business in open meetings. It is customary for elected or appointed bodies to adopt Bylaws and rules of procedures to address such subjects as meeting schedules and conduct, parliamentary procedure, internal organization, and decorum.

Draft Bylaws have been prepared for the Oversight Board's consideration. It is recommended the Oversight Board adopt a Resolution approving the Bylaws. Of note, the Bylaws contain the rules and procedures and establish a regular meeting day and time for the Oversight Board.

**FISCAL IMPACT**

There is no fiscal impact.



\_\_\_\_\_  
SIGNATURE

Attachments

RESOLUTION NO. 2018-03

RESOLUTION OF THE  
SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD  
ADOPTING BYLAWS

WHEREAS, the Shasta County Consolidated Oversight Board (the "Oversight Board") has been established to direct the Successor Agencies to the former Redevelopment Agencies within Shasta County to take certain actions to wind down the affairs of said Redevelopment Agencies in accordance with the Health and Safety Code;

WHEREAS, the Oversight Board desires to adopt bylaws and regulation for the general operation of the Oversight Board, including but not limited to the designation of officers and conduct meetings.

NOW, THEREFORE, BE IT RESOLVED, by the Oversight Board, as follows;

Section 1. The Bylaws of the Oversight Board, a copy of which is attached hereto and incorporated herein as Exhibit "A", are hereby approved.

Section 2. The secretary shall certify to the adoption of this Resolution.

DULY PASSED AND ADOPTED this 9th day of July 2018, by the Oversight Board by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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Chairperson  
Oversight Board

ATTEST:

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Secretary, Oversight Board

EXHIBIT A

BYLAWS

CONSOLIDATED OVERSIGHT BOARD FOR THE  
SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDDING,  
SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF ANDERSON  
AND SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF SHASTA LAKE

ARTICLE I – THE OVERSIGHT BOARD

Section 1. Name of the Oversight Board

The name of the Oversight Board shall be the “Shasta County Consolidated Oversight Board” (hereinafter referred to as the “Oversight Board”).

Section 2. Purpose

The Oversight Board exists by virtue of and shall perform the duties described in the California Health and Safety Code (H&S) §§34179-34181 in connection with the winding down of the affairs of the former Redevelopment Agency of the City of Redding by the City of Redding in its capacity as Successor Agency of the Former Redevelopment Agency of the City of Redding, the former Redevelopment Agency of the City of Anderson by the City of Anderson in its capacity as Successor Agency of the Former Redevelopment Agency of the City of Anderson and the former Redevelopment Agency of the City of Shasta Lake by the City of Shasta Lake in its capacity as Successor Agency of the Former Redevelopment Agency of the City of Shasta Lake.

Section 3. Membership/Duration

a. Total Membership/Appointment

The total membership of the Oversight Board shall be seven (7), appointed pursuant to H&S Code §34179. The members shall serve without compensation and without reimbursement of expenses. Each member shall serve at the pleasure of the entity that appointed such member.

b. Duration

The Oversight Board shall remain established until terminated pursuant to H&S Code §34179(j)-(m).

Section 4. Local Entity

Pursuant to H&S Code §34179(e), the Oversight Board shall be deemed to be a local entity for purposes of the Ralph M. Brown Act, the California Public Records Act and the Political Reform Act of 1974.

Section 5. Personal Immunity

Oversight Board members shall have personal immunity from suit for their actions taken within the scope of their responsibilities as members of the Oversight Board in accordance with applicable law.

Section 6. Fiduciary Responsibilities

Oversight Board members shall have fiduciary responsibilities to holders of enforceable obligations, as the term is defined in H&S Code §34171(d), and the taxing entities that benefit from distributions of property tax and other revenues pursuant to H&S Code §34188. Oversight Board members shall exercise independent judgment considering the interests of the community and not solely the interests of their appointing entities.

Section 7. Resignation

Any Oversight Board member may resign at any time by giving written notice to his or her appointing entity and the Chairperson, who shall forward such notice to the Shasta County Auditor-Controller's Office. Any such resignation will take effect upon receipt or upon any date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 8. Filling of Vacancies

In the event of a vacancy on the Oversight Board, the appointing entity for the vacant seat shall select a member to fill such vacancy as soon as reasonably practicable, provided, however, that the Governor may appoint individuals to fill any member position that remains vacant for more than sixty (60) days.

Section 9. Staff

The Shasta County Auditor-Controller's office shall act as staff to the Oversight Board, who may direct them to perform work in furtherance of the duties and responsibilities of the Oversight Board. The Shasta County Auditor-Controller's office shall keep the records of the Oversight Board. The Oversight Board may delegate ministerial functions as deemed necessary to the Auditor-Controller, who may designate a county staff member to act as secretary at the meetings of the Oversight Board. The Auditor-Controller's office shall, in consultation with the Chairperson and the Successor Agencies, prepare agendas, and shall prepare minutes of meetings of the Oversight Board, keep a record of the meetings in a journal of proceedings of the Oversight Board, and shall attest to and/or countersign all documents of the Oversight Board. The Auditor-Controller's Office shall be the designated contact between the Oversight Board and the State Department of Finance (DOF), as well as other public agencies and private parties. The Auditor-Controller's office shall provide telephone and email contact information to DOF in accordance with H&S Code section 34179(h). The Auditor-Controller shall report all Oversight Board related communications with the DOF to the Oversight Board Chairperson and Vice Chairperson within three (3) business days.

The Oversight Board may direct the staff of the Successor Agencies, to provide additional legal or financial advice than what was given by agency staff.

The Oversight Board may engage legal counsel as may be deemed necessary.

ARTICLE II – OFFICERS

Section 1. Officers

The officers of the Oversight Board shall consist of a Chairperson and Vice Chairperson, who shall be elected in the manner set forth in this Article.

Section 2. Chairperson

## EXHIBIT A

The Chairperson shall preside at all meetings of the Oversight Board.

### Section 3. Vice Chairperson

The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In the event of the death, resignation or removal of the Chairperson, the Vice Chairperson shall assume the Chairperson's duties until such time as the Oversight Board shall elect a new Chairperson.

### Section 4. Additional Duties

The officers of the Oversight Board shall perform such other duties and functions as may from time to time be required by the Oversight Board, these Bylaws or other rules and regulations, or which duties and functions are incidental to the office held by such officers.

### Section 5. Election

The Chairperson and Vice Chairperson shall be elected from among the members of the Oversight Board. Each shall then serve at the pleasure of the Board. Each officer shall hold office until resignation or until his/her successor is elected and takes office.

### Section 6. Vacancies

Should the office of Chairperson or Vice Chairperson become vacant, the Oversight Board shall elect a successor from among the Oversight Board members at the next regular or special meeting.

## ARTICLE III – MEETINGS

### Section 1. Annual Meetings

Annual meetings shall be held the fourth Monday of January of each year until such time as the Oversight Board shall cease to exist as per H&S Code §34179(m). Annual Meetings will take place at the County Administration Center, Redding, California. At annual meetings, the Chairperson and Vice Chairperson shall be elected; and any other business may be transacted which is within the purposes of the Oversight Board. Notice of an annual meeting shall be posted on the website of the Oversight Board at least 72 hours prior to the date of the annual meeting.

### Section 2. Special Meetings

Special meetings may be held upon notice of the Chairperson, or by written request of at least a majority of the members of the Oversight Board, for the purpose of transacting any business designated in the notice, after notification of all members of the Oversight Board by written notice personally delivered or by email at least twenty-four (24) hours before the time specified in the notice for a special meeting. At such special meeting, no business other than that designated in the notice shall be considered. Notice of a special meeting with a brief description of the business to be discussed shall be posted on the website of the Oversight Board at least 24 hours prior to the date of the special meeting.

### Section 4. All Meetings to be Open and Public

EXHIBIT A

All meetings of the Oversight Board shall be open and public to the extent required by law. All persons shall be permitted to attend any such meetings, except as otherwise provided by law.

Section 5. Posting Agendas/Notices

Except where additional notice is required for specific actions as stated in Health & Safety Code 34181(f), concerning proposed disposal of certain assets and properties or the transfer of certain housing assets, the secretary, or his/her authorized representative, shall post an agenda for each regular Oversight Board meeting or a notice for each special Oversight Board meeting containing a brief description of each item of business to be transacted or discussed at the meeting together with the time and location of the meeting. Agendas/notices shall be posted at the County Administration Center, Redding, California (a location readily accessible to the public) at least seventy-two (72) hours in advance of each regular meeting and at least twenty-four (24) hours in advance of each special meeting. All agendas and notices required by law for proposed actions by the Oversight Board shall also be posted on the Oversight Board's internet website. With the approval and cooperation of additional agencies, notices shall also be posted with the Shasta County Clerk and County Office of Education, and/or such other agencies as may be approved from time to time.

Section 6. Right of Public to Appear and Speak

At every regular meeting, members of the public shall have an opportunity to address the Oversight Board on matters within the Oversight Board subject matter jurisdiction. Public input and comment on matters on the agenda, as well as public input and comment on matters not otherwise on the agenda, shall be made during the time set aside for public comment; provided, however, that the Oversight Board may direct that public input and comment on matters on the agenda be heard when the matter regularly comes upon the agenda. The time allotted for public discussion for each individual speaker shall be three (3) minutes, unless more or less time is allocated by the Oversight Board.

Section 7. Non-Agenda Items

Matters brought before the Oversight Board at a regular meeting, which were not placed on the agenda of the meeting, shall not be acted upon by the Oversight Board at that meeting unless action on such matters is permissible pursuant to the Ralph M. Brown Act (Gov. Code § 54950 et seq.).

Section 8. Quorum

The powers of the Oversight Board shall be vested in the members thereof in office from time to time. A majority of the total membership of the Oversight Board shall constitute a quorum for the purpose of conducting the business of the Oversight Board, exercising its powers and for all other purposes, but less than that number may adjourn the meeting from time to time until a quorum is obtained. An affirmative vote by a majority (4) of the total membership (7) of the Oversight Board shall be required for approval of any matters brought before the Oversight Board.

Section 9. Order of Business

All business and matters of the Oversight Board shall be transacted in conformance with Robert's Rules of Order Newly Revised and any additional procedural rules adopted by resolution by the Oversight Board.

Section 10. Minutes

EXHIBIT A

Minutes of the meetings of the Oversight Board shall be prepared in writing by the secretary. Copies of the minutes of each Oversight Board meeting shall be made available to each member of the Oversight Board, to the County Auditor-Controller's Office and the Successor Agencies. Approved minutes shall be filed in the official book of minutes of the Oversight Board.

ARTICLE IV – CONFLICT OF INTEREST

The Oversight Board shall adopt and maintain a conflict of interest policy by resolution.

ARTICLE V – REPRESENTATION BEFORE PUBLIC BODIES

Any official representations on behalf of the Oversight Board before the Successor Agencies, the County Auditor-Controller's Office, the State Controller, DOF, or any other public body shall be made by the Auditor-Controller following direction from the Oversight Board by majority vote.

ARTICLE VI – AMENDMENTS

These Bylaws may be amended upon an affirmative vote by a majority of the total membership of the Oversight Board, but no such amendment shall be adopted unless at least seven (7) days written notice thereof has previously been given to all members of the Oversight Board. Notice of the amendment shall identify the section or sections of these Bylaws proposed to be amended. The Successor Agency shall be notified of any amendments to these Bylaws.

CERTIFICATION OF THE SECRETARY

I, the undersigned, do hereby certify:

- (1) That I am the duly elected and acting Secretary of the Consolidated Oversight Board of the Successor Agency to the Former Redevelopment Agency of the City of Redding; Successor Agency to the Former Redevelopment Agency of the City of Anderson; Successor Agency to the Former Redevelopment Agency of the City of Shasta Lake; and
- (2) That the foregoing Bylaws comprising five (5) pages, constitute the Bylaws of such Consolidated Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Redding; Successor Agency to the Former Redevelopment Agency of the City of Anderson; Successor Agency to the Former Redevelopment Agency of the City of Shasta Lake as adopted by the members at a duly constituted meeting held on \_\_\_\_\_ 2018.

IN WITNESS, WHEREOF, I have hereunto subscribed my name, this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**REPORT TO SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD**

SUBJECT		BOARD MEETING DATE	AGENDA NUMBER
ADOPT A RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE		07/09/2018	2018-04
AGENCY	Auditor-Controller's Office		
AGENCY CONTACT	<u>Name</u> Brian Muir	<u>Title</u> Auditor-Controller	<u>Phone Number</u> 225-5541

**RECOMMENDATION**

Adopt a Resolution of the Shasta County Consolidated Oversight Board (the "Oversight Board") adopting a Conflict of Interest Code containing designated positions and disclosure categories.

**DISCUSSION**

The Oversight Board was created as a separate legal entity and is subject to compliance with the Political Reform Act pursuant to Health and Safety Code section 34179(e).

This Act and the regulations issued by the Fair Political Practices Commission (FPPC) requires each local agency to adopt a Conflict of Interest Code to establish which agency officials, employees and consultants are required to file Statements of Economic Interests (FPPC Form 700).

The FPPC has adopted a regulation, 2 California Code of Regulations § 18730, which contains the terms of a standard model conflict of interest code, which can be incorporated by reference, and which may be amended by the FPPC after public notice and hearings to conform to amendments to the Political Reform Act.

By adopting this Resolution and its attachments, the Oversight Board will identify the individuals and the reporting required to comply with the Political Reform Act.

**FISCAL IMPACT**

The County Clerk of the Board may incur additional time and expense in performing duties as the filing officer for the Oversight Board. The dollar amount of that expense is not anticipated to be significant and cannot be accurately estimated at this time. It is, however, reimbursable from the Redevelopment Property Tax Trust Fund, pursuant to Health and Safety Code Section 34183.



\_\_\_\_\_  
**SIGNATURE**

Attachment

RESOLUTION NO. 2018-04

RESOLUTION OF THE SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD ADOPTING  
A CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes;

WHEREAS, Shasta County Consolidated Oversight Board (the "Oversight Board") is organized pursuant to Chapter 4 (commencing with Section 34179) of Part 1.85 of Division 24 of the Health and Safety Code, and is subject to the requirements of the Political Reform Act;

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code;

WHEREAS, this standard code may be incorporated by reference, and if the terms of the regulation are substituted for the terms of a conflict of interest code already in effect, the adopted regulation shall constitute an amendment of the conflict of interest code;

WHEREAS, the Oversight Board desires to adopt a Conflict of Interest Code to comply with the Political Reform Act.

NOW THEREFORE BE IT RESOLVED, by the Oversight Board:

Section 1. Section 18730 of Title 2 of the California Code of Regulations, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby adopted and incorporated by reference as the Conflict of Interest Code for the Oversight Board. This Regulation and Attachment A to this Resolution, in which members and employees are designated and disclosure categories are set forth and explained, shall constitute the Conflict of Interest Code of the Shasta County Consolidated Oversight Board.

Section 2. Members and employees designated in Attachment A hereto shall file statements of economic interests (Form 700) with the Shasta County Clerk of the Board pursuant to this Resolution. The Secretary of the Oversight Board shall retain a copy of all statements of economic interests and make them available for public inspection and reproduction.

DULY PASSED AND ADOPTED this 9th day of July 2018, by the Shasta County Consolidated Oversight Board by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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Chairperson  
Oversight Board

ATTEST:

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Secretary, Oversight Board

**CONFLICT OF INTEREST CODE OF THE CONSOLIDATED OVERSIGHT BOARD FOR THE  
SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDDING,  
SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF ANDERSON  
AND SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF SHASTA LAKE**

SECTION 100. Appendix 1 and Appendix 2 which designates officials, employees and consultants and sets forth disclosure categories, constitute the Conflict of Interest Code of the Shasta County Consolidated Oversight Board.

SECTION 200. Designated Board Members, employees, and consultants shall file statements of economic interests pursuant to the provisions of this Conflict of Interest Code.

SECTION 300. Designated Board Members, employees, and consultants shall file their statements of economic interests with the Shasta County Clerk of the Board to whom the Board hereby delegates the authority to carry out the duties of filing officer.

SECTION 400. Notwithstanding the provisions of 2 California Code of Regulations section 18730, subdivision (b)(5)(C), all designated employees shall file their annual statements of economic interests no later than April 30 of each calendar year.

SECTION 500. Every person who is required to file a statement of economic interests with the Clerk shall prepare the statement using an electronic system prescribed by the Clerk, provided that the Clerk has prescribed such a system at least sixty (60) days before the statement is due. If no system has been prescribed at least sixty (60) days before the statement is due, then the filer shall prepare the statement in a format suitable for electronic scanning. Regardless of the means of preparing the statement, one original statement shall be filed with the Clerk.

SECTION 600. The Legal Counsel for the Board shall make the initial determination as to whether individuals are consultants, as defined in 2 Cal. Code Reg. § 18701. An individual may be a consultant whether he or she is compensated or is an unpaid volunteer. The requirements of this Conflict of Interest Code shall be included in the agreement which is entered into between the Board and the consultant.

SECTION 700. Any filer required to disqualify himself or herself shall give notice of disqualification to the Clerk. Such notice shall be in writing and shall be made part of the official records of the Clerk. The filer shall then refrain from participation and shall attempt in no way to use his or her official position to influence any other person with respect to the matter.

SECTION 800. Upon request, any filer who is unsure of any right or obligation arising under this Conflict of Interest Code may request a formal opinion or letter of advice from the Legal Counsel for the Board. If an opinion is rendered by the Legal Counsel stating in full the facts and the law upon which the opinion is based, compliance by the filer may be evidence of good faith in any civil or criminal proceeding brought pursuant to the Political Reform Act of 1974 or this Conflict of Interest Code. The filer's good faith compliance with the opinion of the Legal Counsel shall also act as a complete defense to any

## Attachment A

disciplinary action that the Board may bring under Government Code Section 91003.5 or this Conflict of Interest Code.

SECTION 900. Any Board Member who fails to timely file a required statement of economic interests is subject to fine in accordance with the provisions of the Political Reform Act of 1974, together with any other penal or remedial measure authorized by that Act. Where the Board Member's failure to file persists for more than fifteen days (15) days after the final filing date, the Clerk will forthwith notify the member that he/she is disqualified from any participation in meetings or other activities of the Board, until the Board Member both files the required statement of economic interests and pays any fines associated with the failure to file. If the Board Member's failure to file and/or pay the associated fine persists for more than thirty (30) days after the final filing date, the Board Member may be removed from the Board.

SECTION 1000. Designated Oversight Board employees and consultants violating any provision of this Conflict of Interest Code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000 – 91014.

SECTION 1100. Notwithstanding the provisions of 2 California Code of Regulations section 18734, any individual hired for a position not yet covered by the Conflict of Interest Code in which the individual serves in a position that makes or participates in making governmental decisions is required to file a Form 700 under the broadest disclosure category until the code is amended to include the new position unless the Legal Counsel has provided a limited disclosure requirement in writing.

APPENDIX 1

SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS

The following is a listing of those classifications/positions that are required to submit a Statement of Economic Interests form:

<b>Department</b>	<b>Classification</b>	<b>Disclosure Category</b>
Oversight Board Member	Appointed members	1-4
Alternate to Oversight Board Member	Appointed members	1-4
Oversight Board Legal Counsel	Contractor	1-4
Consultants	Contractor	*

\* As determined by Oversight Board Legal Counsel

APPENDIX 2

OVERSIGHT BOARD FOR REDEVELOPMENT SUCCESSOR AGENCY

CONFLICT OF INTEREST CODE

DISCLOSURE CATEGORIES

<b>No.</b>	<b>Description</b>
1	All investments from sources located in or doing business in the County of Shasta.
2	All business positions in business entities from sources located in or doing business in the County of Shasta.
3	All sources of income from sources located in or doing business in the County of Shasta.
4	All interests in real property in the boundaries of the County of Shasta and within two miles of the County boundaries.