

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: 7  
NOES: -  
ABSENT: -  
ABSTAIN: -  
RECUSE: -

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

ATTEST:

  
\_\_\_\_\_  
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

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.**

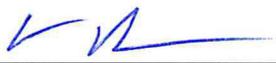
Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits,

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.

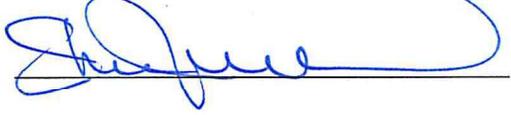
**SHASTA COUNTY CONSOLIDATED OVERSIGHT BOARD**

Date: 7/12/18

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

ATTEST:

*Secretary of*  
~~Clerk of the Board~~

  
\_\_\_\_\_

Date: 2/19/18

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