

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MARIN COUNTYWIDE SUCCESSOR AGENCY OVERSIGHT BOARD
AND
County of Marin, Office of County Counsel**

**FOR LEGAL SERVICES
(Pertaining to Redevelopment Agency Dissolution)**

This agreement is between the Marin Countywide Successor Agency Oversight Board (BOARD) and the County of Marin, Office of County Counsel (COUNSEL) (collectively, the “Parties” and individually a “Party”) for the purpose of providing legal services to the BOARD relating to its responsibilities arising out of Health and Safety Code section 34179 et seq.

1. RESPONSIBILITIES OF LEGAL COUNSEL.

During the term of this agreement, COUNSEL shall attend meetings and shall provide legal services to the BOARD concerning matters pertaining to the dissolution of redevelopment agencies in Marin County, and the BOARD’S responsibilities under Health and Safety Code section 34179 et seq., as may be requested by the BOARD or the Marin County Department of Finance, or their designees, acting in their capacity as staff to the BOARD.

2. RESPONSIBILITIES OF BOARD.

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

3. COMPENSATION.

COUNSEL shall be paid the hourly rate of Two Hundred Twenty Seven dollars (\$227.00) per hour through June 30, 2019, and to Two Hundred Thirty Four dollars (\$234.00) beginning July

1, 2019 for performing the duties described in this Agreement. COUNSEL 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 COUNSEL shall not exceed the sum of \$15,000 during the entire term of this agreement, including any extension thereof as provided in provision 5, except where, at the written request of either the BOARD, or both the Board Chair and the Marin County Director of Finance, compensation in excess of \$15,000 is necessary for COUNSEL to adequately provide legal representation for the scope of work described herein.

4. BILLING AND PAYMENT.

For services rendered COUNSEL shall submit a statement of services at the end of each calendar quarter for services rendered for the prior quarter. The statement should be sent to Marin Countywide Successor Agency Oversight Board in care of the Marin County Department of Finance, Tax Division at 3501 Civic Center Drive, Room 225, San Rafael, California 94903. BOARD shall make payment within forty-five (45) days of receipt of COUNSEL's correct and approved statement.

5. TERM OF AGREEMENT.

This agreement shall commence August 31, 2018 and end June 30, 2019. The term shall be automatically renewed for three 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 COUNSEL at any time by written notice to COUNSEL from the BOARD. Unless specifically agreed by COUNSEL and the BOARD, COUNSEL will provide no further legal services and advance no further costs on behalf of the BOARD after receipt of written notice of discharge.

B. COUNSEL may withdraw from this agreement for good cause by providing written notice to the BOARD.

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

D. Notwithstanding COUNSEL's withdrawal or the BOARD's discharge of COUNSEL, BOARD shall pay COUNSEL 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. COUNSEL 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. COUNSEL specifically acknowledges that in entering into and executing this agreement, COUNSEL 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 COUNSEL, COUNSEL may not assign, transfer, or delegate any interest herein without the prior written consent of BOARD. The waiver by BOARD or COUNSEL of any breach of this agreement shall not be deemed to be a waiver of any other breach.

9. EMPLOYMENT STATUS.

COUNSEL 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 COUNSEL performs the services which are the subject matter of this agreement. The services to be provided by COUNSEL shall be provided in a manner consistent with the professional standards applicable to such services.

10. INDEMNIFICATION.

To the fullest extent permitted by law, BOARD shall indemnify and hold harmless COUNSEL, their staff, agents, and volunteers against all claims, suits, actions, costs, expenses, damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by COUNSEL, or any person employed or contracted by COUNSEL, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNSEL or any person employed or contracted by COUNSEL.

11. INSURANCE COVERAGE.

A. COUNSEL or any person employed or contracted by COUNSEL shall either be self-insured or obtain liability insurance, 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. COUNSEL and any person(s) employed or contracted by COUNSEL shall obtain and maintain continuously Workers' Compensation and Employer's Liability Insurance to cover COUNSEL, and any person(s) employed or contracted by COUNSEL. COUNSEL hereby certifies that COUNSEL 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 COUNSEL will comply with such provisions before commencing the performance of the work of this agreement.

C. COUNSEL 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. COUNSEL 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. COUNSEL 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. COUNSEL represents that COUNSEL is in compliance with and agrees that COUNSEL 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:

Marin Countywide Successor Agency Oversight Board
c/o Marin County Department of Finance
3501 Civic Center Drive, Room 225
San Rafael, CA 94903

If to COUNSEL:

County of Marin
Office of County Counsel
Attn: Renee Brewer
3501 Civic Center Drive
San Rafael, CA 94903

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.

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

16. LICENSES AND PERMITS.

COUNSEL and all employees and/or agents of COUNSEL 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 Marin, and all other appropriate governmental agencies, including any certification and credentials required by BOARD to provide the services agree to herein. 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 COUNSEL 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.

MARIN COUNTYWIDE SUCCESSOR AGENCY OVERSIGHT BOARD

Date: 9/11/18

M. Agnol
, Chairman

ATTEST:

Secretary
- Clerk of the Board

J. Baione

COUNSEL

Date: 9/10/2018

[Signature]

RESOLUTION NO. 2018-04

RESOLUTION OF THE MARIN COUNTYWIDE SUCCESSOR AGENCY OVERSIGHT BOARD
TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH
County of Marin, Office of County Counsel
FOR LEGAL SERVICES

WHEREAS, the Marin Countywide Successor Agency 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 Novato, the Successor Agency of the former Redevelopment Agency of the City of San Rafael and the Successor Agency of the former Redevelopment Agency of the County of Marin (“Successor Agencies”) within Marin 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 professional legal services to the Oversight Board with respect to issues within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the Marin Countywide Successor Agency Oversight Board approves the attached Professional Services Agreement with County of Marin, Office of County Counsel.

DULY PASSED AND ADOPTED this 31st day of August 2018, by the Oversight Board by the following vote:

AYES: 4
NOES: 0
ABSENT: 0
ABSTAIN: 0
RECUSE: 0



Chairperson
Oversight Board

ATTEST:



Secretary, Oversight Board