



**MEMORANDUM**  
**CLERK OF THE BOARD**  
County of Placer

TO: Board of Supervisors  
FROM: Megan Wood, Clerk of the Board  
SUBJECT: Contract | Law Office of William Wright, Assessment Appeals Legal Counsel

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**ACTION REQUESTED**

Approve a contract with Law Office of William Wright for legal services to the Placer County Assessment Appeals Board, in the amount of \$80,000, for the period of July 01, 2022, to June 30, 2023, funded in the Clerk of the Board's FY 2022-23 Requested Budget.

**BACKGROUND**

The Assessment Appeals Board consisting of five (5) appointees approved by your Board, was established August 17, 1993, by Ordinance 4529-B. The Assessment Appeals Board is charged with rendering decisions on appeals that are filed by Placer County taxpayers relating to the value assessed on their properties.

Legal Counsel to the Assessment Appeal Board advises and provides legal consultation to the Board. Counsel also appears at all meetings and hearings of the Board and meets with the Clerk of the Board on an ongoing basis regarding regular business of the Board.

**FISCAL IMPACT**

If approved by your Board this FY 2022-23 agreement will not exceed \$80,000; Funding is included in the Clerk of the Board's FY 2022-23 Requested Budget.

**ATTACHMENT**

Contract

Description:  
Contract No.  
Administering Agency: **Clerk of the Board**

PROFESSIONAL SERVICES OF:

William Wright, Esq. SBN 95651  
Law Office of William Wright



PHONE: [REDACTED]  
FAX: (530) 995-3404

RE: Legal Services to Placer County Assessment Appeals Board

THIS AGREEMENT MADE AND ENTERED BY AND BETWEEN the **County of Placer**, hereinafter referred to as "COUNTY" and **Law Office of William Wright**, hereinafter referred to as "Attorney".

WHEREAS, the COUNTY is desirous of receiving certain legal services for its Assessment Appeals Board; and

WHEREAS, ATTORNEY is willing to perform such services;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. SCOPE OF WORK. COUNTY hereby hires ATTORNEY as an independent contractor to serve as Legal Counsel for the Placer County Assessment Appeals Board and to do that work set forth in the Exhibit "A" entitled "Scope of Work" attached hereto and incorporated herein by this reference. Attorney shall appear for such meetings and hearings of the Board as agreed between Attorney and the Board Chair(s) in the week prior to each meeting or hearing, represent the Board as necessary in court proceedings with regard thereto as directed by the Board, and meet with Board Clerk, the Board Chair(s) and the County Executive Office as necessary on an ongoing basis. Subject to the limitations set forth above, Attorney agrees to personally attend hearings and meetings, and to be available by telephone for consultation with the Board Clerk, the Board Chair(s) and the County Executive Office as necessary to assist with the regular business of the Board.

2. AMENDMENT OF SCOPE OF WORK. Said Scope of Work may be amended with written approval; however, in no event shall such amendments create any additional liability to

Professional Services Agreement between Placer County and Law Office of William Wright  
RE: Legal Services to Placer County Assessment Appeals Board

COUNTY, or additional compensation to ATTORNEY except as set forth in this or the amended agreement.

3. TIME OF COMPLETION. ATTORNEY agrees to complete all studies and submit all reports and other duties contained within said Scope of Work.

4. PROGRESS REPORTS. ATTORNEY shall submit such progress reports as may be requested by COUNTY. A Preliminary Report will be provided within 30 Days and Quarterly Reports submitted thereafter, or as needed should a significant development be recognized to the County Counsel's Office.

5. AMOUNT OF PAYMENT. COUNTY shall pay ATTORNEY for services, and reasonable costs and expenses incurred, as set forth in the Payment Schedule attached hereto as Exhibit "B" up to a maximum of **EIGHTY THOUSAND DOLLARS (\$80,000.00)**. County shall compensate Attorney at the rate of Two Hundred Twenty Dollars (\$220) per hour for Assessment Appeal Board activities. This amount is the initial authorization and additional expenditures, if any, may be authorized by the COUNTY when requested and approved in advance.

6. PAYMENT SCHEDULE. Payments shall be made to ATTORNEY as set forth in the exhibit entitled "Payment Schedule" attached hereto as Exhibit "B". Payment will be made following the completion and acceptance of work set forth in the Payment Schedule.

7. RECORDS. ATTORNEY shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to ATTORNEY until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement.

8. EMPLOYEES OF ATTORNEY. All persons performing services for ATTORNEY shall be independent contractors or employees of ATTORNEY and not employees of COUNTY. ATTORNEY shall be solely responsible for the salaries and other applicable benefits, including Worker's Compensation, of all such personnel.

9. INDEMNITY AND INSURANCE.

A. Hold Harmless. County agrees to save harmless and indemnify Attorney from every claim or demand of any kind or nature whatsoever which may be made by any person relating to or growing out of services to be provided by Attorney under the terms of this Agreement. County further agrees, at its own cost, expense and risk to investigate and defend any and all actions, suits, or other legal proceedings which may be brought against Attorney relating to or growing out of services to be provided by Attorney under the terms of this Agreement.

B. Insurance. Attorney shall, contemporaneous with the signing of this Agreement, file with the County a Certificate of Insurance showing general liability insurance in an amount not less than \$1,000,000.00 for each person and not less than \$2,000,000.00 for each accident, and showing


property damage coverage in an amount not less than \$1,000,000.00; Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence; and Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000). Such Certificates shall provide that they are not cancelable without advance written notice to the County and shall be in a form and by a surety approved by the County.

10. NONASSIGNABILITY. This Agreement, rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of the COUNTY. ATTORNEY shall have the right to retain attorneys, consultants and other independent contractors as may be necessary for ATTORNEY to perform the scope of work defined in paragraph one above. ATTORNEY shall notify COUNTY prior to retaining an attorney, consultant or other independent contractor to assist ATTORNEY in providing the services.

11. CANCELLATION. This Agreement may be cancelled by COUNTY upon the giving of ten (10) day's advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation by COUNTY or ATTORNEY, ATTORNEY shall be paid for all work performed and all reasonable expenses incurred to date of cancellation.

Attorney may withdraw from representation of the Board, upon consent of the County or upon reasonable written notice of at least thirty (30) days. The parties agree that Attorney's thirty day notice withdrawal is subject to allowing the County to arrange for alternate representation, and Attorney agrees to remain for a reasonable time thereafter until such representation is obtained.

Notice to County:  
Assessment Appeals Board  
C/o Clerk of the Board  
175 Fulweiler Ave.  
Auburn, CA 95603

Notice to Attorney:  
William M. Wright  
Attorney at Law SB 95651  


12. CONFLICTS. Attorney acknowledges that he is undertaking representation of the Board as general counsel and that his representation of other clients in matters where said client's interests may involve, may become involved or may become adverse to the interests of the Board, the County generally or the Placer County Assessor's Office in particular, may present either a direct conflict of interest or at least an appearance of impropriety. Attorney agrees to avoid such representation as long as he represents the Board.

13. TERM. The term of this agreement shall cover the period beginning as of July 1, 2022, and continue until June 30, 2023, for the services contemplated in the Scope of Work, attached hereto as Exhibit "A", unless otherwise ended pursuant to paragraph 11, above.

14. CHOICE OF LAW AND VENUE. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in Placer County, California and shall be resolved in accordance with the laws of the State of California.

15. ENTIRE AGREEMENT. This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of July 1, 2022.

COUNTY OF PLACER, "COUNTY"

\_\_\_\_\_  
County of Placer  
Jane Christenson, Acting County Executive Officer

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Office of the County Counsel,  
Karin Schwab, Placer County Counsel

\_\_\_\_\_  
Date

"ATTORNEY"

By: \_\_\_\_\_  
William Wright, Esq.  
Law Office of William Wright

\_\_\_\_\_  
Date

Attachments: Exhibit A: Scope of Work  
Exhibit B: Payment Schedule

EXHIBIT A  
SCOPE OF WORK

SERVICES. Attorney will provide the following services with respect to legal representation of the County's Assessment Appeals Board:

Provide professional services as appropriate for service as legal counsel for the Placer County Assessment Appeals Board. The primary duty of this assignment is to advise the Board in the course of its duties as a hearing body for assessment appeals. Hearings are typically held on Mondays. Attorney will work directly with members of the Board and the Clerk of the Board. Such services include, but are not limited to:

- Attend hearings to advise the Board for all scheduled hearing in which attendance is requested.
- Provide legal research as requested in a timely manner to provide advice to the Board;
- Preparation of decisions and other documents needed by the Board.

The determination of whether Attorney shall represent the Board in litigation or other formal legal proceedings shall be made by the Board on a case-by-case basis and in such event, Attorney and County shall discuss the compensation amount set forth in Section 4 herein to take into account the additional expenses to Attorney caused by representing the Board in any such litigation.

RELEASE OF PAPERS AND PROPERTY: At the termination of services under this agreement, ATTORNEY will release promptly to COUNTY on request all of COUNTY'S papers and property.

EXHIBIT B  
PAYMENT SCHEDULE

Attorney shall bill County on a monthly basis for services performed during the month, and invoices shall describe the work performed. Attorney shall monitor his billings and shall not perform work in excess of the maximum amount of \$80,000 without prior written authorization from the County. In the event Attorney anticipates that the board will require services that will exceed the amount of payment provided hereunder, Attorney shall notify the Clerk of the Board Office and this Agreement may be amended as necessary upon mutual consent.

In addition to payment for work performed on an hourly basis, Attorney shall be reimbursed for the costs of any reasonable and customary costs incurred on behalf of the Board. Attorney shall be responsible for the costs of maintaining his status as an active member of the State Bar of California. Payment shall be made upon receipt of a detailed billing which itemizes date, work performed, time spent, and an indication of who performed the work.

LEGAL FEES: COUNTY agrees to pay ATTORNEY or Partners or Associates of Attorney for legal services at the hourly rate of \$220, with charges in increments of one tenth (.1) of an hour. The minimum time charged will be one tenth (.1) of an hour. Attorney shall keep proper records to enable County to verify the services rendered.

MONTHLY INVOICES: Invoices for legal fees will be sent to the County every 30 days or when the billable hours reach \$5,000, whichever occurs first. Invoices should be mailed to the following address:

Placer County Clerk of the Board  
Attn: Assessment Appeals Board Clerk  
175 Fulweiler Avenue  
Auburn, CA 95603

COSTS: COUNTY authorizes ATTORNEY to incur reasonable COSTS and shall reimburse for all such COSTS incurred. However, ATTORNEY shall obtain the authorization of the County Clerk of the Board before incurring any cost in excess of \$1,000.00; before retaining outside consultants. Payment shall be made upon receipt of a detailed billing accompanied by a copy of the billing or statement from the outside vendor or other acceptable backup paper.

TRAVEL: COUNTY authorizes ATTORNEY to incur reasonable travel expenses, including, mileage (at IRS Mileage rate), parking, tolls, and shall reimburse for all such actual costs incurred. Payment shall be made upon receipt of a detailed billing accompanied by a copy of a receipt or statement from the outside vendor or other acceptable backup documentation.

ARBITRATION OF FEE DISPUTE: If a dispute arises between COUNTY and ATTORNEY regarding attorney's fees or costs under this agreement the dispute will be submitted for arbitration, and the parties will be bound by the result.