MEMORANDUM
OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLACER

TO: Honorable Board of Supervisors

FROM: Ann Holman, Clerk of the Board of Supervisors

DATE: May 21, 2013

SUBJECT: The Assessment Appeals Board FY 2013-14 Contract for Legal Services

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ACTION REQUESTED
Approve a contract, up to a maximum of $96,000, with Allen Haim, Esq. for legal representation to the Assessment Appeals Board and authorize the County Executive Officer to sign.

BACKGROUND
The Assessment Appeals Board consisting of five 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 Appeals Board advises and provides legal consultation to the Board. Council also appears at all meetings and hearings of the Board, and meets with Clerk of the Board on an ongoing basis regarding regular business of the Board.

The current, poor economy and resultant effects on housing, construction and financing markets have drastically reduced property values across the nation. Due to reduced property values, greater numbers of real property owners are filing appeals to request a reduction in their property's roll values in order to reduce their property tax payments. Accordingly, the administrative and appeal hearing requirements for the Assessment Appeals Board has increased significantly over the last few years as more complex and diverse issues are being heard.

FISCAL IMPACT
If approved by your Board this FY 2013-14 agreement will not exceed $96,000; no change from the prior year contract amount. This contract is a renewal and funding has been provided in the Clerk of the Board's budget to pay this obligation.

Contract No. _____
Administering Agency: _____

PROFESSIONAL SERVICES OF:
Allen A. Haim, Esq.
Attorney at Law SB 40627
57 W. Crescent Drive
San Rafael, CA 94901-5722
Phone/Fax: (415) 453-8431
E-mail: abhaim@comcast.net

RE: **Representation of Assessment Appeals Board**

THIS AGREEMENT MADE AND ENTERED BY AND BETWEEN the **County of Placer**, hereinafter referred to as "County" and **Allen A. Haim,** an individual, hereinafter referred to as "Attorney", this 1st day of July, 2013.

WHEREAS, County wishes to retain Attorney to provide legal services and advice to the Assessment Appeals Board for Placer County, hereinafter referred to as "Board"; and

WHEREAS, Attorney is duly qualified, is licensed as an attorney by the State of California and is capable of performing 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 advise and to provide legal consultation to the Board. 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 meeting with Board Clerk, the Board Chair(s) and the County Executive Office as necessary on a ongoing basis. 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.

It is also agreed that, at attorney's request because of situations affecting his availability, appearances may be limited by phone where it is impractical for Attorney to personally appear or in certain circumstances where Attorney cannot appear personally or by phone. Attorney will notify the Chair and the Clerk of the Board as soon as practicable.

2. AMENDMENT OF SCOPE OF WORK. This Scope of Work may be amended from time-to-time with mutual approval.

3. AVAILABILITY. Subject to the limitations set forth under Section 1, 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.

4. AMOUNT OF PAYMENT. County shall pay Attorney for his actual services and reasonable costs and expenses incurred up to a maximum of $96,000 (Ninety Six Thousand

Dollars and No Cents). County shall compensate Attorney at the rate of Two Hundred and Ten Dollars ($210) per hour for Assessment Appeal Board activities and at the rate of One Hundred and Fifty-five Dollars ($155) for travel time. Attorney shall bill in a maximum of 1/4 of an hour increments. Attorney shall keep proper records to enable County to verify the services rendered. Attorney shall bill County on a monthly basis if services are 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 set forth herein and in the event Attorney anticipates that the board will require services that will exceed the amount of payment provided hereunder, Attorney shall notify the County Executive 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 bill a maximum of four (4) hours round trip for travel time necessary to attend hearings and meetings of the Board. Attorney shall be responsible for the costs of maintaining his status as an active member of the State Bar of California.

5. 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 Workers' Compensation, of all such personnel.

6. HOLD HARMLESS. Attorney agrees to save harmless and indemnify County from all claims resulting in physical injury or damage that arise from or are directly connected with Attorney's negligent acts or willful acts in the course of Attorney's work described in paragraph one above. Attorney and client agree that Attorney, in course of his work under this agreement has no obligation to defend, save harmless and indemnify County as to any claims related to professional negligence, errors or omissions or to claims arising from the legal advice provided by Attorney to Assessment Appeals Board, County Executive Office or Board staff, including the Clerk of the Board. Attorney shall maintain automobile liability insurance in the coverage amount of $100,000 for each person, $300,000 for each accident and $50,000 for property damage. County may request that Attorney file a certificate of insurance evidencing such coverage.

7. NONASSIGNABILITY. This Agreement, and the rights and duties hereunder, shall not be assigned in whole or in part without the express written consent of the County.

8. CANCELLATION. The County may cancel this Agreement at any time. Such notice shall be personally served or given by United States Mail. In the event of cancellation by County, Attorney shall be paid for all satisfactory work performed and all reasonable and verifiable 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.

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Notice to County:
Assessment Appeals Board
C/o Therese Leonard
Principal Management Analyst
175 Fulweiler Ave.
Auburn, Ca 95603

Notice to Attorney:
Allen A. Haim
Attorney at Law SB 40627
57 W. Crescent Drive
San Rafael, CA 94901

9. TERM. The term of this Agreement shall cover a twelve (12) month period beginning July 1, 2013 unless otherwise ended pursuant to paragraph 8, above.

10. 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.

11. CALIFORNIA FORUM AND LAW. 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.

12. 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 the day and year first above written.

PLACER COUNTY

By: _____
David Boesch
County Executive Officer

ATTORNEY

By: _____
Allen A. Haim, Esq
SBN 40627

APPROVED AS TO FORM

By: _____
Gerald Carden
Chief Deputy County Counsel