CITY OF BRENTWOOD
Oversight Board

Terrace View Room – 2nd floor
Brentwood City Hall
150 City Park Way
Brentwood, CA 94513

A special meeting of the Brentwood Oversight Board is hereby called for:

Wednesday, September 25, 2013
9:00 a.m.

Oversight Board Members:

Bill Hill, Chair
Steve Barr
Bob Brockman
Paul Eldredge
Brian Swisher, Vice Chair
Kevin Horan
Eric Volta

MEETING AGENDA

1. Call to Order

2. Public Comment – *At this time the public is permitted to address the Board on items that are* ***not*** *on the agenda. Persons addressing the Board are required to limit their remarks to five (5) minutes unless an extension of time is granted by the Board*.

3. Approval of minutes from July 17, 2013 meeting

4. Consideration of the Administrative Budget and Recognized Obligation Payment Schedule (ROPS) 13-14B for January 1, 2014 to June 30, 2014 and authorizing the City Manager and/or Finance Director, in consultation with legal counsel, to make minor adjustments thereto, and/or adjustments necessary to secure approval of the ROPS and Administrative Budget by the State Department of Finance and to submit the ROPS to the entities required pursuant to the Health and Safety Code

5. Amendment extending the legal services agreement with Wendel Rosen Black and Dean for a period of two years

6. Suggestions for future agenda items

7. Adjournment

Dated: September 23, 2013

NOTICE

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you are a person with a disability and you need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk's Office at (925) 516-5440 or fax (925) 516-5441. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. {28 CFR 35.102-35, 104 ADA Title II}

POSTING STATEMENT

On **September 23, 2013** a true and correct copy of this agenda was posted on the City Hall Bulletin Board, outside City Hall, 150 City Park Way, Brentwood, CA 94513.

AGENDA ITEM 3

Oversight Board
July 17, 2013
Brentwood City Hall
Terrace View Conference Room
Meeting Minutes

Present: Steve Barr, Bob Brockman, Bill Hill, Kevin Horan, Brian Swisher, Paul Eldredge, and Eric Volta

1. Call to Order – Chair Bill Hill called the meeting to order at 4:08 p.m.

2. Public Comment – None.

3. Consideration of minutes from February 27, 2013 – M/S/C (Swisher/Barr) to approve the minutes from the February 27, 2013 meeting. 5-0-2 (Horan & Hill abstained)

4. Consideration of the transfer of housing assets of the former Brentwood Redevelopment Agency to the City of Brentwood in its role as Successor Housing Agency

   Assistant Finance Director Kerry Breen presented an overview of the staff report and stated this action was to authorize transfers which had previously been approved by the Oversight Board through various other documents but in an abundance of caution was seeking formal approval of all housing related transfers which had occurred since dissolution. There were no new transfers included in this action.

   M/S/C/U (Swisher/Eldredge) to adopt the resolution. 7-0

5. A Resolution approving and authorizing the City Attorney as Successor Agency General Counsel to execute an agreement with Burke, Williams and Sorensen for Successor Agency general legal services.

   City Attorney/Successor Agency General Counsel presented an overview of the staff report. Should the resolution be adopted, the agreement would cover the 2013/14 and 2014/15 fiscal years and would not exceed $50,000 without Successor Agency and Oversight Board approval.

   M/S/C (Horan/Barr) to adopt the resolution. 6-0-1 (Volta abstained)

6. Suggestions for future agenda items.

   In response to a question from Volta related to the Due Diligence Review, direction was provided to Legal Counsel to provide an update to the board through a memorandum.

7. The meeting was adjourned at 4:20 p.m.

AGENDA ITEM 4

CITY OF BRENTWOOD OVERSIGHT BOARD

Meeting Date: September 25, 2013

Subject/Title: Consideration of the Administrative Budget and Recognized Obligation Payment Schedule (ROPS) 13-14B for January 1, 2014 to June 30, 2014 and authorizing the City Manager and/or Finance Director, in consultation with legal counsel, to make minor adjustments thereto, and/or adjustments necessary to secure approval of the ROPS and Administrative Budget by the State Department of Finance and to submit the ROPS to the entities required pursuant to the Health and Safety Code

Submitted by: Kerry Breen, Assistant Finance Director

Approved by: Pamela Ehler, Director of Finance and Information Systems

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RECOMMENDATION
Adopt a Resolution approving the Administrative Budget and Recognized Obligation Payment Schedule (ROPS) 13-14B for January 1, 2014 to June 30, 2014 and authorizing the City Manager and/or Finance Director, in consultation with legal counsel, to make minor adjustments thereto, and/or adjustments necessary to secure approval of the ROPS and Administrative Budget by the State Department of Finance and to submit the ROPS to the entities required pursuant to the Health and Safety Code.

PREVIOUS ACTION
On May 8, 2012, the City of Brentwood Oversight Board adopted Resolution 2012-04 approving amended Recognized Obligation Payment Schedules ("ROPS") for the periods January – June 2012 and July – December 2012.

On May 8, 2012, the City of Brentwood Oversight Board adopted Resolution 2012-05 approving the Administrative Budgets for the Successor Agency for the periods of February 1- June 30 and July 1-December 31, 2012.

On August 15, 2012, the City of Brentwood Oversight Board adopted Resolution 2012-13 approving the Administrative Budget and the ROPS of the Successor Agency of the City of Brentwood for the period of January 1, 2013 - June 30, 2013.

On February 27, 2013, the City of Brentwood Oversight Board adopted Resolution 2013-02 approving the Administrative Budget and the ROPS of the Successor Agency of the City of Brentwood for the period of January 1, 2013 - June 30, 2013.

BACKGROUND
By law, a Successor Agency is required to prepare a forward looking Recognized Obligation Payment Schedule (ROPS) which covers six months of Successor Agency financial obligations, commonly referred to as "Enforceable Obligations". A Successor Agency may expend funds only for items on an approved ROPS. The ROPS presented for consideration this evening covers the January – June 2014 time period.

Should the ROPS be approved by the Oversight Board this afternoon it will then be submitted to the DOF for final approval. In the event of a dispute between the Successor Agency and the DOF regarding a line item on the ROPS the Successor Agency may request an additional

review by the DOF and has the opportunity to meet and confer on disputed items. The decision made by the DOF following a meet and confer session is considered the final administrative appeal, with litigation being the only means of settling any unresolved disputes following meet and confer sessions.

The DOF has continued to modify and streamline the ROPS reporting process. In addition to migrating the reporting process to an online system via a new Redevelopment Agency Dissolution Web Application (RAD App), the DOF has modified the reporting template which now includes the following five interlinked reporting pages:

- Summary Page, which summarizes funding totals from the ROPS line item detail pages, prior period adjustment pages, and changes from the County Auditor Controller;
- Report of Fund Balance Page, which summarizes the amount of any excess funds available through a reconciliation of the ROPS III (January 1, 2013 – June 30, 2013) time period as calculated on the Prior Period Adjustments page;
- ROPS Detail Page, where all the individual enforceable obligations of the Successor Agency are listed;
- Prior Period Adjustments Page, which lists the individual line items from ROPS III, including the amounts received and spent, in order to determine if excess funds are available; and
- Notes Page, which is an optional page where agencies can include additional clarifying information pertaining to any of the items listed on the ROPS Detail page.

The Successor Agency does not have any excess funds to report and therefore will be reliant solely upon distributions from the Redevelopment Property Tax Trust Fund (RPTTF) in order to meet its enforceable obligations. The ROPS Detail Page includes a total of $2,592,876 of enforceable obligations for the January 1, 2014 – June 30, 2014 time frame. It is important to recognize that the allocation that the Successor Agency receives from the RPTTF for ROPS 13-14B will be reconciled against expenses which actually occur, and funds received for any expenses listed on the ROPS which do not actually occur will be deducted from future RPTTF allocations.

Of the items listed on the ROPS, a total of $840,615 is necessary to meet debt service payment obligations, $21,060 is for unemployment costs and $1,455 is to reimburse the City for expenses associated with debt service management. An additional $46,896 is listed as being paid from the Successor Agency's annual $250,000 administrative allowance ($203,104 was allocated during the first half of FY 2013/14). These expenses, totaling $910,026, have not been challenged by the DOF on prior ROPS.

A total of $25,350 of enforceable obligations are new to this ROPS. These include $25,000 for general legal expenses and $350 for investment advisory and trustee management services. The remaining $1,657,500 of enforceable obligations are related to items, that while previously denied by the DOF, are the subject of litigation and are therefore being included in this ROPS in the event the obligations are deemed enforceable by the courts. These expenses include $725,000 for the City Park capital project, $925,000 for the Community Center capital project and $7,500 for legal costs associated with representation requested by the Oversight Board. The DOF previously reviewed the inclusion of the City Park and Community Center items on ROPS III and ultimately did not challenge their inclusion, yet changed their minds and denied these same items on ROPS 13-14A. A court decision determining whether or not these items are considered enforceable obligations is not expected until 2014 at the earliest.

As briefly mentioned above, the Successor Agency is allocated an administrative cost allowance of not less than $250,000 a year. The Successor Agency is also required to prepare an

administrative budget which supports the amount requested for administrative reimbursement. The Successor Agency is required to submit the proposed administrative budget to the Oversight Board for its approval. The ROPS includes payment of $46,896 for the second six months of administrative cost reimbursements for FY 2013/14. Total City administrative costs for the 2013/14 fiscal year will well exceed the $250,000 amount which has been requested for reimbursement. The Administrative Budget was prepared pursuant to Health and Safety Code Section 34177(j) for the period January through June 2014.

The Administrative Budget was prepared and is presented in a manner to correspond to the three elements described for the Administrative Budget in Health and Safety Code Section 34177(j)(1), (2), and (3). The Administrative Budget documents that the Successor Agency's "administrative cost allowance", as defined and authorized pursuant to Health and Safety Code Section 34171(b), is $190,604 for the second six months of the 2013/14 fiscal year. As called for in Health and Safety Code Section 34177(k), and as documented in the Administrative Budget and the ROPS, the Successor Agency will report to the County Auditor-Controller that its administrative cost allowance to be paid from property taxes deposited in the Redevelopment Property Tax Trust Fund (as further described in Part B below) pursuant to Health and Safety Code Section 34183(a)(3) is the amount of $46,896 for the January – June 2014 timeframe.

A. Estimated Amounts For Successor Agency Administrative Costs For January – June 2014 (Health and Safety Code Section 34177(j)(1)

January - June 2014 Administrative Costs	Cost
Prepare Recognized Obligation Payment Schedule (ROPS)	$ 4,400.88
Oversight Board staff support (e.g. research, education, staffing, meeting costs)	$ 25,491.36
Prepare Admin Budgets	$ 1,256.04
Staff education and training	$ 6,872.90
Correspondence with County re: inquiries/requests	$ 5,096.34
Correspondence with State re: inquiries/requests	$ 19,130.02
Correspondence with external auditors (annual audit, State special audits)	$ 8,255.08
Annual Reporting	$ 6,597.72
Outside Consultant Costs (legal/professional) detailed on ROPS	$ 40,546.00
General Fund Overhead & internal services (IT/insurance/contract mgmt/accts pbl/office space/legal)	$ 36,474.25
Maximum Administrative Costs January 2014 - June 2014	**$ 154,120.59**
Allowable Administrative cost reimbursement FY 2013/14	**$ 250,000.00**
Less Administrative cost reimbursement July 2013 - December 2013	**$ (203,104.00)**
Remaining amount eligible to be listed on January 2014 - June 2014 ROPS	**$ 46,896.00**

Activities may be added, revised, or deleted from this listing as necessary and appropriate during the course of the former Redevelopment Agency wind-down process. Costs shown for each activity are estimates only. Actual costs required for each activity may be higher or lower than the amount shown.

B. Proposed Source of Payment for Above-Identified Administrative Costs (Health and Safety Code Section 34177(j)(2)

As authorized pursuant to Health and Safety Code Section 34183(a)(3), the proposed source of payment for the administrative costs identified in Part A above is the Redevelopment Property Tax Trust Fund established and maintained by the County Auditor- Controller pursuant to Health and Safety Code Section 34170.5(b).

C. Proposals for Arrangements for Administration and Operations Services (Health and Safety Code Section 34177(j)(3).

The Successor Agency has arranged with the City of Brentwood to provide the staff services and office materials and equipment to administer the responsibilities of the Successor Agency, and will draw upon services of outside legal and financial consultants to provide special services for the wind-down of the former Brentwood Redevelopment Agency to the extent City staff lacks the necessary expertise or capacity.

FISCAL IMPACT

The adoption of the ROPS allows the Successor Agency to pay the former Agency's obligations in an orderly manner as Redevelopment continues the process of dissolving. We expect the next receipt of the Redevelopment Property Tax Trust Fund payment to be received in December 2013, and those proceeds will be used to fund the ROPS 13-14B obligations. The Administrative Budget allows for reimbursement of $46,896 of administrative costs for the January – June 2014 time period. This would result in a total of $250,000 in administrative cost reimbursements for the entire 2013/14 fiscal year. Approval of the ROPS and Administrative Budget does not require a budget amendment.

Attachments
Resolution
Exhibit "A" – Recognized Obligation Payment Schedule January - June 2014
Exhibit "B" – Successor Agency Administrative Budget January - June 2014

OVERSIGHT BOARD RESOLUTION NO.

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY CITY OF BRENTWOOD APPROVING THE ADMINISTRATIVE BUDGET AND THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE OF THE SUCCESSOR AGENCY CITY OF BRENTWOOD FOR JANUARY 1, 2014 – JUNE 30, 2014 AND AUTHORIZING THE CITY MANAGER AND/OR FINANCE DIRECTOR, IN CONSULTATION WITH LEGAL COUNSEL, TO MAKE MINOR ADJUSTMENTS THERETO AND/OR ADJUSTMENTS NECESSARY TO SECURE APPROVAL OF THE ROPS AND ADMINISTRATIVE BUDGET BY THE STATE DEPARTMENT OF FINANCE AND TO SUBMIT THE ROPS TO THE ENTITIES REQUIRED PURSUANT TO THE HEALTH AND SAFETY CODE.

WHEREAS, Section 34177 (l) and (m) of the Health and Safety Code requires the City of Brentwood as the successor agency to the former City of Brentwood Redevelopment Agency ("Successor Agency") to submit to the State Department of Finance ("DOF"), the State Controller, and the Contra Costa County Auditor-Controller ("County Auditor") for review, by October 1, 2013, a Recognized Obligation Payment Schedule ("ROPS") for the period January 1, 2014 through June 30, 2014; and

WHEREAS, the ROPS contains the enforceable obligation commitments of the Successor Agency for the January – June 2014 timeframe; and

WHEREAS, Health and Safety Code §34171 (a), (b) and §34177(j) require the Oversight Board to approve an Administrative Budget for administrative costs of the Successor Agency; and

WHEREAS, the Administrative Budget has been prepared and is being presented in three parts to correspond to the three elements described for the Administrative Budget in Health and Safety Code Section 34177(j)(1), (2), and (3); and

WHEREAS, the Administrative Budget documents that the Successor Agency's "administrative cost allowance", as defined and authorized pursuant to Health and Safety Code Section 34171(b), is $46,896 for the January 2014 - June 2014 time period; and

WHEREAS, the Successor Agency will report to the County Auditor-Controller that its administrative cost allowance to be paid from property taxes deposited in the Redevelopment Property Tax Trust Fund pursuant to Health and Safety Code Section 34183(a)(3) is the amount of $46,896 for the January – June 2014 time period; and

WHEREAS, as authorized pursuant to Health and Safety Code Section 34183(a)(3), the proposed source of payment for the administrative costs is the Redevelopment Property Tax Trust Fund established and maintained by the County Auditor- Controller pursuant to Health and Safety Code Section 34170.5(b); and

WHEREAS, the Successor Agency has arranged with the City of Brentwood to provide the staff services and office materials and equipment to administer the responsibilities of the Successor Agency.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Recognized Obligation Payment Schedule for the period January 1 – June 30, 2014, in the forms attached to this resolution and incorporated herein by reference, is hereby approved.

2. The staff of the Successor Agency is hereby directed to submit the ROPS to the State Department of Finance, the State Controller and the Contra Costa County Auditor-Controller and post the ROPS on the Successor Agency's website in accordance with Health and Safety Code Section 34177(l)(2)(C), and to cooperate with DOF to the extent necessary to obtain DOF's acceptance of the each ROPS line item, including, if necessary, making modifications to the ROPS determined by the Successor Agency's Finance Director, in consultation with the Successor Agency's counsel, to be reasonable and financially feasible to meet its legally required financial obligations.

3. Upon the Successor Agency's receipt of the certified ROPS from the County Auditor, and provided the certified ROPS did not require substantial changes from the ROPS approved by this resolution, the Board deems the certified ROPS approved by the Board and the Successor Agency is hereby authorized and directed to submit the certified ROPS to DOF, the State Controller and the County Auditor for review. If the certified ROPS is substantially different from the ROPS approved by this resolution, the Successor Agency is hereby directed to submit the certified ROPS to the Board for review and approval prior to its submittal to DOF, the State Controller and the County Auditor for review.

4. The Oversight Board hereby approves the Administrative Budget for January - June 2014, in substantially the form attached to the Resolution as Exhibit "B", as required by Health and Safety Code §34171 (a), (b) and §34177(j).

5. The City Manager or his designee, on behalf of the Successor Agency, is hereby authorized and directed to undertake any actions as are necessary to carry out the purposes of this Resolution including, without limitation, the execution of documents and all other actions, subject to any minor conforming, technical or clarifying changes approved to form by legal counsel. Such actions may include, but are not limited to (1) submitting the approved Administrative Budget as part of an approved ROPS to the Contra Costa County Auditor-Controller for certification by an external auditor, either the county auditor-controller or its designee; and (2) submitting the Administrative Budget as part of the approved ROPS and to the Contra Costa County Auditor-Controller; and (3) submitting the Administrative Budget as part of the approved ROPS to the California State Controller and the State of California Department of Finance, and posting the approved Administrative Budget as part of the approved ROPS on the successor agency's website.

6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the Oversight Board for the Successor Agency City of Brentwood at a regular meeting held on September 25, 2013, by the following vote:

Recognized Obligation Payment Schedule (ROPS 13-14B) - Summary

Filed for the January 1, 2014 through June 30, 2014 Period

Name of Successor Agency: **Brentwood**

Name of County: Contra Costa

	Current Period Requested Funding for Outstanding Debt or Obligation	Six-Month Total
A	**Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):**	**$ -**
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
E	**Enforceable Obligations Funded with RPTTF Funding (F+G):**	**$ 2,592,876**
F	Non-Administrative Costs (ROPS Detail)	2,545,980
G	Administrative Costs (ROPS Detail)	46,896
H	**Current Period Enforceable Obligations (A+E):**	**$ 2,592,876**

	Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I	Enforceable Obligations funded with RPTTF (E):	2,592,876
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column U)	-
K	**Adjusted Current Period RPTTF Requested Funding (I-J)**	**$ 2,592,876**

	County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L	Enforceable Obligations funded with RPTTF (E):	2,592,876
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AB)	-
N	**Adjusted Current Period RPTTF Requested Funding (L-M)**	**2,592,876**

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name Title

/s/

Signature Date

Recognized Obligation Payment Schedule (ROPS) 13-14B - Report of Fund Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177(l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by enforceable obligation.

A	B	C	D	E	F	G	H	I	J	K
		Fund Sources								
		Bond Proceeds		Reserve Balance		Other	RPTTF			
	Fund Balance Information by ROPS Period	Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Review balances retained for approved enforceable obligations	RPTTF balances retained for bond reserves	Rent, Grants, Interest, Etc.	Non-Admin	Admin	Total	Comments
ROPS III Actuals (01/01/13 - 6/30/13)										
1	**Beginning Available Fund Balance (Actual 01/01/13)** Note that for the RPTTF, 1 + 2 should tie to columns L and Q in the Report of Prior Period Adjustments (PPAs)	-	-	-	-	1,664	37,516	-	$ 39,180	
2	**Revenue/Income (Actual 06/30/13)** Note that the RPTTF amounts should tie to the ROPS III distributions from the County Auditor-Controller	-	-	-	-	42,178	1,968,752	107,783	$ 2,118,713	
3	**Expenditures for ROPS III Enforceable Obligations (Actual 06/30/13)** Note that for the RPTTF, 3 + 4 should tie to columns N and S in the Report of PPAs	-	-	-	-	43,842	2,006,268	107,783	$ 2,157,893	
4	**Retention of Available Fund Balance (Actual 06/30/13)** Note that the Non-Admin RPTTF amount should only include the retention of reserves for debt service approved in ROPS III	-	-	-	-	-	-	-	$ -	
5	**ROPS III RPTTF Prior Period Adjustment** Note that the net Non-Admin and Admin RPTTF amounts should tie to columns O and T in the Report of PPAs.	No entry required					-	-	$ -	
6	**Ending Actual Available Fund Balance (1 + 2 - 3 - 4 - 5)**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
ROPS 13-14A Estimate (07/01/13 - 12/31/13)										
7	**Beginning Available Fund Balance (Actual 07/01/13) (C, D, E, G, and I = 4 + 6, F = H4 + F6, and H = 5 + 6)**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
8	**Revenue/Income (Estimate 12/31/13)** Note that the RPTTF amounts should tie to the ROPS 13-14A distributions from the County Auditor-Controller					625	1,592,745	210,604	$ 1,803,974	
9	**Expenditures for 13-14A Enforceable Obligations (Estimate 12/31/13)**					625	1,592,745	210,604	$ 1,803,974	
10	**Retention of Available Fund Balance (Estimate 12/31/13)** Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14A					-	-	-	$ -	
11	**Ending Estimated Available Fund Balance (7 + 8 - 9 -10)**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

Recognized Obligation Payment Schedule (ROPS) 13-14B - ROPS Detail
January 1, 2014 through June 30, 2014
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
										Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
								$ 55,694,799		$ -	$ -	$ -	$ 2,545,980	$ 46,896	$ 2,592,876
1	Bonds - Debt Service	Bonds Issued On or Before 12/31/10	9/27/2001	11/1/2031	U.S. Bank	2001 CIP Bond Reserve Funds	Merged	1,418,658	N						$ -
2	Bonds - Debt Service	Bonds Issued On or Before 12/31/10	9/27/2001	11/1/2031	U.S. Bank	2001 Tax Allocation Bond Debt Service	Merged	23,380,448	N				401,588		$ 401,588
3	Bonds - Debt Service	Bonds Issued On or Before 12/31/10	10/1/2009	10/1/2039	U.S. Bank	2009 Lease Revenue Bond Debt Service	Merged	27,116,727	N				439,027		$ 439,027
4	Enforceable Agreements - Debt Service Processing	Admin Costs	9/22/1981	10/1/2039	City of Brentwood	Bond Debt Service Administration	Merged	77,115	N				1,455		$ 1,455
5	Legally Binding - Administrative Cost Allowance	Admin Costs	2/1/2012	6/30/2014	City of Brentwood	Annual Administrative Cost Allowance	Merged	46,896	N					6,350	$ 6,350
6	Contracts for Administration of Agency - General Need	Admin Costs	1/1/2014	6/30/2014	Various	General Office/Insurance/Operating	Merged	525,000	N					12,500	$ 12,500
7	Contract for General Professional Assistance	Admin Costs	7/18/2012	6/30/2014	Seifel Consulting	Contract for General Professional Assistance	Merged	5,000	N					5,000	$ 5,000
8	Contract for General Legal Assistance	Admin Costs	7/18/2012	6/30/2013	Burke, Williams & Sorrenson	Contract for General Legal Assistance	Merged	-	Y						$ -
9	Contract for General Legal Assistance	Admin Costs	7/18/2012	6/30/2015	Best, Best and Krieger	Contract for General Legal Assistance	Merged	33,500	N					7,500	$ 7,500
10	Enforceable Contracts - Legal Serv for Public Works Law	Admin Costs	7/18/2012	6/30/2014	Best, Best and Krieger	Legal Assistance - Construction / PW Law	Merged	25,000	N					12,500	$ 12,500
11	Payments - Required by State (annual audit)	Admin Costs	2/9/2010	12/31/2014	Maze and Associates	Annual Independent Audit	Merged	3,046	N					3,046	$ 3,046
12	Payments - Required by State (special audits)	Dissolution Audits	2/1/2012	6/30/2013	Licensed Accountant/City	Special Audits RDA/SA required by AB 1484	Merged	-	Y						$ -
13	Enforceable Contracts - City Park CIP	Improvement/Infrastructure	5/13/2008	10/1/2039	Various	City Park Project per Agmnts/Proj Mgmt	Merged	784,826	N				725,000		$ 725,000
14	Enforceable Contracts - Community Center CIP	Improvement/Infrastructure	5/13/2008	10/1/2039	Various	Community Center Project per Agmnts/Proj Mgmt	Merged	1,454,372	N				925,000		$ 925,000
15	Enforceable Contracts - Downtown Infrastructure CIP	Improvement/Infrastructure	5/13/2008	6/30/2013	Various	Downtown Infrastructure Project per Agmnts/Proj Mgmt	Merged	-	Y						$ -
16	Enforceable Contracts - Downtown Streetscapes CIP	Improvement/Infrastructure	5/13/2008	6/30/2013	Various	Downtown Streetscapes Project per Agmnts/Proj Mgmt	Merged	-	Y						$ -
17	Enforceable Agreements - Pass Throughs Owed	Miscellaneous	2/1/2012	6/30/2013	BBK Union Cemetery	FY 2011/12 Pass Throughs Owed	Merged	-	Y						$ -
18	Enforceable Agreements - Pass Throughs Owed	Miscellaneous	2/1/2012	6/30/2013	Co Co Community Col Dist	FY 2011/12 Pass Throughs Owed	Merged	-	Y						$ -
19	Loans or Moneys Borrowed by Agency (Contingent Loan)	City/County Loans After 6/27/11	2/1/2012	6/30/2013	City of Brentwood	Continegent loan agreement to meet enforc obligtns	Merged	-	Y						$ -
20	Payments - Pension Obligations	Unfunded Liabilities	9/22/1981	10/1/2039	CalPERS / City of Brentwood	Unfunded pension obligations	Merged	727,451	N						$ -
21	Payments - Unemployment Obligations	Unfunded Liabilities	2/1/2012	6/30/2014	EDD	Unemployment for staff layoffs	Merged	21,060	N				21,060		$ 21,060
22	Payments - Staff for covenant compliance and monitoring	Admin Costs	2/1/2012	6/30/2013	City of Brentwood	Low Mod Compliance/Monitoring Staff	Merged	-	Y						$ -
23	Enforceable Contracts - Meta Housing Funding	Improvement/Infrastructure	2/1/2012	6/30/2013	City of Brentwood / Meta	Low/Mod Apartment Loan	Merged	-	Y						$ -
24	Enforceable Contracts - Legal Serv for Oversight Board	Admin Costs	10/26/2012	10/26/2013	Wendel, Rosen, Black & Dean	Legal Counsel requested by Oversight Board	Merged	7,500	N				7,500		$ 7,500
25	Payments - Accrued Employee Benefits	Unfunded Liabilities	9/22/1981	6/30/2013	City of Brentwood	Compensated Absences and OPEB Liability	Merged	-	Y						$ -
26	Contract for General Legal Assistance	Admin Costs	7/17/2013	6/30/2015	Burke, Williams & Sorrenson	Contract for General Legal Assistance	Merged	50,000	N				25,000		$ 25,000
27	Enforceable Contracts - Trustee Fees	Fees	9/27/2001	10/1/2039	US Bank	Bond Trustee Fees	Merged	5,200	N				100		$ 100
28	Enforceable Contracts - Investment Management Fees	Fees	1/1/2014	6/30/2014	Public Financial Management	Investment Management Fees	Merged	10,400	N				200		$ 200
29	Enforceable Contracts - Investment Account Maint Fees	Fees	1/1/2014	6/30/2014	Bank of New York	Investment Account Maint Fee	Merged	2,600	N				50		$ 50

Recognized Obligation Payment Schedule (ROPS) 13-14B - Report of Prior Period Adjustments
Reported for the ROPS III (January 1, 2013 through June 30, 2013) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS III Successor Agency (SA) Self-Reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS III (July through December 2013) period. The amount of Redevelop Property Tax Trust Fund (RPTTF) approved for the ROPS 13-14B (January through June 2014) period will be offset by the SA's self-reported ROPS III prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (C and the State Controller.

ROPS III CAC PPA: To be completed by the CAC upon submittal of the ROPS 13-14B by the SA to Finance and the CAC

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
		Non-RPTTF Expenditures								RPTTF Expenditures																	
		LMIHF (Includes LMIHF Due Diligence Review (DDR) retained balances)		Bond Proceeds		Reserve Balance (Includes Other Funds and Assets DDR retained balances)		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA	Non-Admin CAC			Admin CAC			Net CAC Non-Admin and Admin PPA
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS III distributed + all other available as of 1/1/13)	Net Lesser of Authorized/ Available	Actual	Difference (If M is less than N, the difference is zero)	Authorized	Available RPTTF (ROPS III distributed + all other available as of 1/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If R is less than S, the difference is zero)	Net Difference (Amount Used to Offset ROPS 13-14B Requested RPTTF (O + T))	Net Lesser of Authorized / Available	Actual	Difference (If V is less than W, the difference is zero)	Net Lesser of Authorized / Available	Actual	Difference (If Y is less than Z, the difference is zero)	Net Difference (Amount Used to Offset ROPS 13-14B Requested RPTTF (X + AA)
		$ 134,211	$ 134,211	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,230,949	$ 2,050,110	$ 2,050,110	$ 2,050,110	$ -	$ 250,000	$ 107,783	$ 107,783	$ 107,783	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Bonds - Debt Service									-	-	$ -		$ -			$ -		$ -	$ -			$ -			$ -	$ -
2	Bonds - Debt Service									425,119	413,963	$ 413,963	413,963	$ -			$ -		$ -	$ -			$ -			$ -	$ -
3	Bonds - Debt Service (See Note RE: payment source)									444,040	441,573	$ 441,573	441,573	$ -			$ -		$ -	$ -			$ -			$ -	$ -
4	Enforceable Agreements - Debt Service Processing									1,455	1,455	$ 1,455	1,455	$ -			$ -		$ -	$ -			$ -			$ -	$ -
5	Legally Binding - Administrative Cost Allowance											$ -		$ -	225,417	107,783	$ 107,783	107,783	$ -	$ -			$ -			$ -	$ -
6	Contracts for Administration of Agency - General Need	7,500	7,500							10,000	3,451	$ 3,451	3,451	$ -			$ -		$ -	$ -			$ -			$ -	$ -
7	Contract for General Professional Assistance											$ -		$ -	5,000	-	$ -	-	$ -	$ -			$ -			$ -	$ -
8	Contract for General Legal Assistance											$ -		$ -	10,000	-	$ -	-	$ -	$ -			$ -			$ -	$ -
9	Contract for General Legal Assistance											$ -		$ -	3,333	-	$ -	-	$ -	$ -			$ -			$ -	$ -
10	Enforceable Contracts - Legal Serv for Public Works Law											$ -		$ -	6,250	-	$ -	-	$ -	$ -			$ -			$ -	$ -
11	Payments - Required by State (annual audit)											$ -		$ -			$ -		$ -	$ -			$ -			$ -	$ -
12	Payments - Required by State (special audits)	15,000	15,000							35,000	6,400	$ 6,400	6,400	$ -			$ -		$ -	$ -			$ -			$ -	$ -
13	Enforceable Contracts - City Park CIP									515,000	515,000	$ 515,000	515,000	$ -			$ -		$ -	$ -			$ -			$ -	$ -
14	Enforceable Contracts - Community Center CIP									685,455	662,752	$ 662,752	662,752	$ -			$ -		$ -	$ -			$ -			$ -	$ -
15	Enforceable Contracts - Downtown Infrastructure CIP											$ -		$ -			$ -		$ -	$ -			$ -			$ -	$ -
16	Enforceable Contracts - Downtown Streetscapes CIP											$ -		$ -			$ -		$ -	$ -			$ -			$ -	$ -
17	Enforceable Agreements - Pass Throughs Owed									6,000	-	$ -	-	$ -			$ -		$ -	$ -			$ -			$ -	$ -
18	Enforceable Agreements - Pass Throughs Owed									70,000	-	$ -	-	$ -			$ -		$ -	$ -			$ -			$ -	$ -
19	Loans or Moneys Borrowed by Agency (Contingent Loan)											$ -		$ -			$ -		$ -	$ -			$ -			$ -	$ -
20	Payments - Pension Obligations											$ -		$ -			$ -		$ -	$ -			$ -			$ -	$ -
21	Payments - Unemployment Obligations	4,680	4,680							16,380	-	$ -	-	$ -			$ -		$ -	$ -			$ -			$ -	$ -
22	Payments - Staff for covenant compliance and monitoring	107,031	107,031									$ -		$ -			$ -		$ -	$ -			$ -			$ -	$ -
23	Enforceable Contracts - Meta Housing Funding											$ -		$ -			$ -		$ -	$ -			$ -			$ -	$ -
24	Enforceable Contracts - Legal Serv for Oversight Board									22,500	5,516	$ 5,516	5,516	$ -			$ -		$ -	$ -			$ -			$ -	$ -
25	Payments - Accrued Employee Benefits											$ -		$ -			$ -		$ -	$ -			$ -			$ -	$ -

Recognized Obligation Payment Schedule 13-14B - Notes

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
13	Please note that this item, which was previously denied by DOF, is the subject of ongoing litigation.
14	Please note that this item, which was previously denied by DOF, is the subject of ongoing litigation.
24	Please note that this item, which was previously denied by DOF, is the subject of ongoing litigation.

Exhibit "B"

BRENTWOOD SUCCESSOR AGENCY
ADMINISTRATIVE BUDGET
JANUARY 1, 2014 - JUNE 30, 2014

January - June 2014 Administrative Costs		Cost
Prepare Recognized Obligation Payment Schedule (ROPS)	$	4,400.88
Oversight Board staff support (e.g. research, education, staffing, meeting costs)	$	25,491.36
Prepare Admin Budgets	$	1,256.04
Staff education and training	$	6,872.90
Correspondence with County re: inquiries/requests	$	5,096.34
Correspondence with State re: inquiries/requests	$	19,130.02
Correspondence with external auditors (annual audit, State special audits)	$	8,255.08
Annual Reporting	$	6,597.72
Outside Consultant Costs (legal/professional) detailed on ROPS	$	40,546.00
General Fund Overhead & internal services (IT/insurance/contract mgmt/accts pbl/office space/legal)	$	36,474.25
Maximum Administrative Costs January 2014 - June 2014	**$**	**154,120.59**
Allowable Administrative cost reimbursement FY 2013/14	**$**	**250,000.00**
Less Administrative cost reimbursement July 2013 - December 2013	**$**	**(203,104.00)**
Remaining amount eligible to be listed on January 2014 - June 2014 ROPS	**$**	**46,896.00**

CITY OF BRENTWOOD OVERSIGHT BOARD

Meeting Date: September 25, 2013

Subject/Title: Amendment Extending the Legal Services Agreement with Wendel Rosen Black & Dean for a period of two years

Submitted by: Karen Chew, Oversight Board Secretary

RECOMMENDATION

Approve the amendment, extending the legal services agreement with Wendel Rosen Black & Dean for a period of two years.

PREVIOUS ACTION

On August 15, 2012, the Oversight Board approved an agreement for legal services with Wendel Rosen Black and Dean, LLP. The effective date of this agreement was October 26, 2012 with a term of one year, and an option to extend by mutual agreement.

DISCUSSION

Should the Oversight Board wish to continue to be represented by legal counsel, staff recommends approving an amendment to the agreement extending the term for a period of two years, through October 26, 2015. This timeframe will allow the Oversight Board to complete most, if not all, of the tasks required of it by State Law. According to the legislation, the Oversight Board will not exist in its current form effective July 1, 2016 as at that time all Oversight Boards in the County will be consolidated into one Board.

FISCAL IMPACT

The funding for these legal services will be paid by the Successor Agency, if the Department of Finance approves the payment. Staff will seek reimbursement for the costs through the former Agency's property tax revenues, but if denied, the costs will be paid by the City as part of the $250,000 allowance.

Attachments:
Amendment to Legal Services Agreement
Legal Service Agreement effective October 26, 2013

AMENDMENT NO. 1 TO EXTEND THE AGREEMENT FOR LEGAL SERVICES
Wendel Rosen Black & Dean, LLP

This Amendment No. 1 is entered into and effective as of the ___ day of _____, 2013, extending the agreement dated October 26, 2012 (the "Agreement") by and between the Oversight Board for the Successor Agency of the Redevelopment Agency of the City of Brentwood ("Oversight Board"), and Wendel Rosen Black & Dean, a Limited Liability Partnership ("Legal Counsel") (each a "Party" and collectively, the "Parties").

RECITALS

A. Legal Counsel has performed the required legal services to the satisfaction of the Oversight Board; and

B. The Parties desire to extend the Agreement for a period of two years.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. The term of the Agreement is hereby extended for a period of two years ending on October 26, 2015.

2. Except as amended herein, all provisions of the Agreement shall remain in full force and effect.

3. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

4. The individuals executing this Amendment and the instruments referenced on behalf of Legal Counsel each represent and warrant that they have the legal power, right and actual authority to bind Legal Counsel to the terms and conditions hereof of this Amendment.

LEGAL COUNSEL:

WENDEL ROSEN BLACK & DEAN

By: _____
Patricia E. Curtin, Partner

OVERSIGHT BOARD:

By: _____
William Hill, Chair

ATTEST:

By: _____
Karen Chew, Secretary

19337

AGREEMENT FOR LEGAL SERVICES
Wendel Rosen Black & Dean, LLP

THIS AGREEMENT is made and entered into as of the 26th day of October, 2012 by and between the Oversight Board for the Successor Agency of the Redevelopment Agency of the City of Brentwood ("Oversight Board"), and Wendel Rosen Black & Dean, a Limited Liability Partnership ("Legal Counsel") (each a "Party" and collectively, the "Parties").

RECITALS

A. Oversight Board requires the professional services of an attorney that is experienced in redevelopment issues.

B. Legal Counsel has the necessary professional skills and experience necessary to perform the services described in this Agreement.

C. Legal Counsel has submitted a proposal to Oversight Board and has affirmed its willingness and ability to perform such work on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. Oversight Board retains Legal Counsel to represent the Oversight Board in connection with its oversight of the Successor Agency of the Redevelopment Agency of the City, including, but not limited to providing advice, consultation, legal research and opinions regarding redevelopment activities and Oversight Board responsibilities as further detailed in Exhibit "A" (the "Services") and in accordance with this Agreement's terms and conditions.

2. Standard of Performance. While performing the Services, Legal Counsel will exercise the reasonable professional care and skill customarily exercised by reputable members of the California State Bar practicing in the Metropolitan Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless earlier terminated or extended, the term of this Agreement will be effective for a period of one year from the date first above written. The Agreement may be extended by mutual agreement annually thereafter.

4. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

5. Compensation. Legal Counsel's current rates are specified in the attached Exhibit "A". No other compensation for Services will be allowed except for items covered by subsequent amendments to this Agreement.

6. Payment for Services. Legal Counsel shall submit itemized monthly invoices to the Oversight Board for the Services provided and costs incurred pursuant to the terms of this Agreement. Oversight Board shall make payment to legal counsel within thirty (30) days of receipt of the invoice, except for those specific items on the invoice which are contested or questioned by the Oversight Board, with written explanation, within thirty (30) days of receipt of the invoice. Legal Counsel shall provide to Oversight Board, a written response to any statement contested or questioned and further, upon request of Oversight Board, provide Oversight Board with any and all documents related to the services or costs. No charge shall be made for time expended in providing this information to the Oversight Board.

7. Status of Legal Counsel. Legal Counsel will perform the Services in Legal Counsel's own way and pursuant to this Agreement as an independent contractor and in pursuit of Legal Counsel's independent calling, and not as an employee of Oversight Board. The persons used by Legal Counsel to

provide the Services under this Agreement will not be considered employees of Oversight Board for any purposes.

The payment made to Legal Counsel pursuant to the Agreement will be the full and complete compensation to which Legal Counsel is entitled. Oversight Board will not make any federal or state tax withholdings on behalf of Legal Counsel or its agents, employees or subcontractors. Oversight Board will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Legal Counsel or its employees or subcontractors. Legal Counsel agrees to indemnify and pay Oversight Board within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which Oversight Board may be required to make on behalf of Legal Counsel or any agent, employee, or contractor of Legal Counsel for work done under this Agreement. At the Oversight Board's election, Oversight Board may deduct the amounts paid pursuant to this Section, from any balance owing to Legal Counsel.

8. Subcontracting. Legal Counsel will not subcontract any portion of the Services without prior written approval of Oversight Board. If Legal Counsel subcontracts any of the Services, Legal Counsel will be fully responsible to the Oversight Board for the acts, errors and omissions of Legal Counsel's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Legal Counsel is for the acts and omissions of persons directly employed by Legal Counsel. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Legal Counsel and Oversight Board. Legal Counsel will be responsible for payment of subcontractors. Legal Counsel will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Legal Counsel's work unless specifically noted to the contrary in the subcontract and approved in writing by Oversight Board.

9. Other Consultants. The Oversight Board reserves the right to employ other consultants in connection with the Services.

10. Indemnification. Legal Counsel will indemnify and hold harmless Oversight Board and its and their officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services to the extent they are adjudicated to be the result of the willful misconduct or negligent act or omission of the Legal Counsel, any subcontractor, anyone employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the negligence, or willful misconduct of Oversight Board and/or the other indemnified parties.

11. Insurance. Legal Counsel will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Legal Counsel or Legal Counsel's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

11.1 Coverages and Limits. Legal Counsel will maintain the types of coverages and minimum limits indicated below. These minimum amounts of coverage will not constitute any limitations or cap on Legal Counsel's indemnification obligations under this Agreement. Oversight Board, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Legal Counsel pursuant to this Agreement are adequate to protect Legal Counsel. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Legal Counsel will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

11.1.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain

aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.1.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

11.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Legal Counsel has no employees and provides, to Oversight Board's satisfaction, a declaration stating this.

11.1.4 Professional Liability. Errors and omissions liability appropriate to Legal Counsel's profession with limits of not less than $1,000,000 per claim.

11.2 Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Legal Counsel will ensure that the policies are endorsed to name the Oversight Board, its officers, agents, volunteers and employees as additional insureds. Prior to Oversight Board's execution of this Agreement, Legal Counsel will furnish certificates of insurance and endorsements to Oversight Board.

11.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to Oversight Board sent pursuant to the notice provisions of this Agreement.

11.4 Failure to Maintain Coverage. If Legal Counsel fails to maintain any of these insurance coverages, then Oversight Board will have the option to declare Legal Counsel in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Legal Counsel is responsible for any payments made by Oversight Board to obtain or maintain insurance and Oversight Board may collect these payments from Legal Counsel or deduct the amount paid from any sums due Legal Counsel under this Agreement.

11.5 Submission of Insurance Policies. Oversight Board reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11.6 Primary Coverage. For any claims related to the Services and this Agreement, the Legal Counsel's insurance coverage will be primary insurance with respect to Oversight Board, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by Oversight Board, its officers, agents, volunteers and employees, will be in excess of Legal Counsel's insurance and not contributory with it.

11.7 Reduction in Coverage/Material Changes. Legal Counsel will notify Oversight Board in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12. Business License. Legal Counsel will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

13. Maintenance of Records. Legal Counsel will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Legal Counsel will allow a representative of Oversight Board during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Legal Counsel will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. Ownership of Documents. All product produced by Legal Counsel or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of Oversight Board. In the event this Agreement is terminated, all Work Product produced by Legal Counsel or its agents, employees and subcontractors pursuant to this Agreement will be delivered to Oversight Board pursuant to the termination clause of this Agreement. Legal Counsel will have the right to make one (1) copy of the Work Product for Legal Counsel's records.

15. Copyrights. Legal Counsel agrees that all copyrights that arise from the Services will be vested in Oversight Board and Legal Counsel relinquishes all claims to the copyrights in favor of Oversight Board.

16. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For Oversight Board:	For Legal Counsel:
Brentwood Oversight Board c/o City of Brentwood 150 City Park Way Brentwood, CA 94513 Phone No. (925) 516-5191 Facsimile No. (925) 516-5443 Attn: Karen Chew, Secretary	Wendel Rosen Attn: Patricia Curtin 1111 Broadway, 24th floor Oakland, CA 94607-4036 Phone No.: (510) 834-6600 Facsimile No.: (510) 808-4729

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

17. Conflicts of Interest.

17.1 Oversight Board will evaluate Legal Counsel's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and Oversight Board's Conflict of Interest Code is required of Legal Counsel or any of Legal Counsel's employees, agents, or subcontractors. Should it be determined that disclosure is required, Legal Counsel or Legal Counsel's affected employees, agents, or subcontractors will complete and file with the Oversight Board Secretary those schedules specified by Oversight Board and contained in the Statement of Economic Interests Form 700.

17.2 Legal Counsel understands that its professional responsibility is solely to Oversight Board. Legal Counsel warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Legal Counsel further warrants that neither Legal Counsel, nor Legal Counsel's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Legal Counsel will file with the Oversight Board an affidavit disclosing this interest. Legal Counsel will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If

after employment of a person, Legal Counsel discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Legal Counsel will promptly disclose the relationship to the Oversight Board and take such action as the Oversight Board may direct to remedy the conflict.

18. General Compliance with Laws. Legal Counsel will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Legal Counsel, or in any way affect the performance of the Services by Legal Counsel. Legal Counsel will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

19. Discrimination and Harassment Prohibited. Legal Counsel will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. Termination. Oversight Board may terminate Agreement at any time by written notice. After receiving such notice, Legal Counsel will cease providing the Services. Legal Counsel will cooperate with Oversight Board in the orderly transfer of all related files and records to Oversight Board's new counsel.

Legal Counsel may terminate the Agreement at any time with Oversight Board's consent or for good cause. Good causes exists if (a) any statement is not paid within sixty (60) days of its due date; (b) Oversight Board fails to meet any other obligation under this Agreement and continue in that failure for fifteen (15) days after Legal Counsel send written notice to Oversight Board; (c) Oversight Board has misrepresented or failed to disclose material facts to Legal Counsel, refused to cooperate with Legal Counsel, refused to follow Legal Counsel's advise on a material matter, or otherwise made Legal Counsel's representation unreasonable difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If Legal Counsel terminates the Agreement, Oversight Board agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of the Agreement, whether by Oversight Board or by Legal Counsel, will not relieve the obligation to pay for the Services rendered and costs incurred before the Services formally ceased.

21. Covenants Against Contingent Fees. Legal Counsel warrants that Legal Counsel has not employed or retained any company or person, other than a bona fide employee working for Legal Counsel, to solicit or secure this Agreement, and that Legal Counsel has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, Oversight Board will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. Claims And Lawsuits. By signing this Agreement, Legal Counsel agrees that any Agreement claim submitted to Oversight Board must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Legal Counsel acknowledges that if a false claim is submitted to Oversight Board by Legal Counsel, it may be considered fraud and Legal Counsel may be subject to criminal prosecution. Legal Counsel acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If Oversight Board seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Legal Counsel acknowledges that the filing of a false claim may subject Legal Counsel to an administrative debarment proceeding as the result of which Legal Counsel may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Legal Counsel

acknowledges debarment by another jurisdiction is grounds for Oversight Board to terminate this Agreement.

23. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

24. Testimony. Legal Counsel will testify at Oversight Board's request if litigation is brought against Oversight Board in connection with Legal Counsel's services under this agreement. Unless the action is brought by Legal Counsel, or is based upon Legal Counsel's actual or alleged negligence or other wrongdoing, Oversight Board, upon prior written agreement with Legal Counsel will compensate Legal Counsel for time spent in preparation for testimony, testimony, and travel at Legal Counsel's standard hourly rates at the time of actual testimony.

25. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Legal Counsel without the prior written consent of Oversight Board, which will not be unreasonably withheld.

26. Paragraph Headings. Paragraph headings as used in this Agreement are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning of the section.

27. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Legal Counsel each represent and warrant that they have the legal power, right and actual authority to bind Legal Counsel to the terms and conditions of this Agreement.

30. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

LEGAL COUNSEL:

WENDEL, ROSEN, BLACK & DEAN, LLP

By: _____

Printed Name: Patricia E. Curtin

Title: Partner

OVERSIGHT BOARD:

By: _____
William Hill, Chair

ATTEST:

By: _____
Karen Chew, Secretary

If required by Oversight Board, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES

(The Proposal will be titled "Exhibit A" and attached)

EXHIBIT A

WENDEL ROSEN
BLACK & DEAN LLP

1111 Broadway, 24th Floor
Oakland, CA 94607-4036

T: 510-834-6600
F: 510-808-4729

www.wendel.com
pcurtin@wendel.com

July 12, 2012

VIA EMAIL: KCHEW@BRENTWOODCA.GOV AND U.S. MAIL

Karen Chew
Secretary to the Oversight Board
City of Brentwood
150 City Park Way
Brentwood, CA 94513

Re: Response to Request for Qualifications for Legal Services to the Oversight Board to the Successor Agency to the former Redevelopment Agency of the City of Brentwood

Dear Ms. Chew:

Wendel Rosen is pleased to submit this response to Brentwood Oversight Board's ("Board") Request for Qualifications ("RFQ") to serve as legal counsel. Our 103 year old firm serves as general and special counsel to several state, regional and local public agencies, including 12 Geologic Hazard Abatement Districts throughout California, Alameda County Transportation Commission, Port of Oakland, County of Humboldt, and Cities of Albany, Fremont, Hercules and Walnut Creek. We have advised these and other public agencies in areas including real estate and redevelopment, eminent domain, environmental, employment, intellectual property, litigation and numerous other legal matters, as well as administrative matters such as the Brown Act, Public Reform Act and the Public Records Act and other aspects of public agency law for more than 25 years.

As a 58-lawyer firm, we can provide the depth and breadth of legal services that will be required by the Board as it maneuvers through its oversight responsibilities. Our service to the Board will be lead by Patricia Curtin with support from a qualified team, described in the attached proposal.

We look forward to the opportunity to meet with you and any Board members to further explain our qualifications and desire to represent the Board.

Very truly yours,

WENDEL, ROSEN, BLACK & DEAN LLP

Patricia E. Curtin

PEC/slk

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City of Brentwood

Response to Request for Legal Services:

Oversight Board to the Successor Agency to the former Redevelopment Agency of the City of Brentwood

July 12, 2012

WENDEL ROSEN
BLACK & DEAN LLP

Contact: Patricia E. Curtin, Esq.
PCurtin@wendel.com

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607
510.834.6600 T
510.834.1928 F
wendel.com

1. Description of the qualifications and experience of the proposed lead attorney and other attorneys

About Wendel Rosen

Wendel, Rosen, Black & Dean LLP ("Wendel Rosen") was founded 103 years ago in Oakland. Today it is a firm of 58 lawyers with a broad transaction and litigation practice serving clients throughout California. The core of the firm's practice is real estate and public agency law. It has a rich history representing public agencies in areas of law including redevelopment and real estate; land use and development matters, CEQA and NEPA documentation and litigation; general agency issues; eminent domain; public works construction; transportation funding and planning; hazardous materials compliance, regulation and litigation; employment law; contracts, leases and licenses; and other matters. Wendel Rosen lawyers have served as general counsel for two of the major transportation agencies in Alameda County for the past twenty years – the Alameda County Transportation Improvement Authority and the Alameda County Congestion Management Agency – which recently merged into the newly created Alameda County Transportation Commission.

We can provide the depth of experience that will be required by the Oversight Board. We are versed in changes made to the redevelopment law by ABx1 26 and AB 1484, a budget bill that makes substantial changes to the redevelopment agency dissolution process set forth in ABx1 26. Shortly after ABx1 26 passed, the lawyers at Wendel Rosen prepared a white paper, "What Are Redevelopment Oversight Boards and How Will They Function?" Some of the aspects of ABx1 26 discussed in the paper have been addressed by AB 1424, but many challenges and uncertainties still remain. We have attached a copy of this paper at the end of this proposal.

Approach

As noted in the cover letter, our team would be led by Patricia Curtin with primary back up from Robert Shantz. Other team members would provide assistance on an as needed basis, depending on the nature of the Board's needs and the time urgency of the particular project. Other Wendel Rosen lawyers could provide specialized services, such as advice on bankruptcy and secured creditor issues and environmental/hazardous material issues, should the need arise.

We believe the work for the Board falls into three main categories:

- General representation of the Board, which includes providing counsel at its meetings and advice in the Brown Act, Public Records Act, Political Reform Act, and general liability issues.

- Specialized services regarding redevelopment law, the affects of ABx1 26 and AB 1484, and the interactions between the Oversight Board, the Successor Agency and the various state agencies with responsibilities under the state legislation, including audit and reporting issues. This area also includes keeping the Board members informed about legislative changes affecting their responsibilities.

- Services regarding specific assets and liabilities, including analysis of bond and other obligations, issues affecting the valuation of the assets, and lawful and most valuable methods of disposition of assets.

For the first two areas, most of the work would be performed by Patricia Curtin and Rob Shantz. Services for the third area may be performed by other members of our team depending on the particular skills needed to efficiently solve the problems involved with the Successor Agency's assets and liabilities.

Core Team

Following are brief descriptions of the core team members. This core team and other Wendel Rosen lawyers, as may be needed, have experience in all of the areas described in the RFQ. Full bios for the six core team members appear at the end of this proposal.

Patricia E. Curtin will serve as the team lead. She has 25 years of focused experience in land use matters and representing public agencies. She assists public agencies, landowners and developers in all aspects of land use planning. She has experience in redevelopment law and has represented cities in formulating and implementing redevelopment plans and projects.
Ms. Curtin represents several public agencies as special land use counsel and is general counsel to twelve Geologic Hazard Abatement Districts. She has worked with landowners and developers of commercial, industrial, residential and agricultural property, including wine growers, wineries and related businesses; shopping center owners; hotel/resort owners; educational institutions; public agencies; and hospitals and other medical facilities. Ms. Curtin presents and writes extensively on public agency law and land use-related topics. She is one of the authors of a national publication, "State & Local Government Land Use Liability" (*Thomson West*), which is updated annually. In 2011, the *Daily Journal* recognized her as one of the top 25 land use lawyers in California.
Education: McGeorge School of Law, University of the Pacific, Sacramento; J.D. (1987); California State University, Chico, Political Science; B.A. (1984).
Full profile: www.wendel.com/pcurtin.

Todd A. Williams represents clients in the broad spectrum of land use, real estate and environmental issues in both litigation and administrative proceedings. Mr. Williams works with public and private clients, including landowners and developers of residential, commercial and industrial property, as well as local agencies, providing property entitlement processing and local government approvals; CEQA litigation and compliance; planning and zoning law advice; and real property litigation. He also has experience with redevelopment and affordable housing, historic preservation projects and advising on the Subdivision Map Act, Williamson Act, and easement and boundary dispute matters. He is a contributing editor on the 2010 – 2011 Edition of *State and Local Government Land Use Liability*, and he has spoken throughout the state on land use law, with particular emphasis on CEQA issues.
Education: University of California, Hasting College of Law; J.D. (1998); University of California, Los Angeles; B.A. (1989).
Full profile: www.wendel.com/tawilliams.

R. Zachary Wasserman has focused on real estate development, redevelopment and public private partnerships for the past 35 years. He has represented redevelopment agencies and developers working with redevelopment agencies in a variety of transactions and developments, including bond financing. Mr. Wasserman serves as general counsel to the Alameda County Transportation Commission. Working frequently with state and local regulatory and permitting agencies, he represents clients before a variety of administrative bodies to enable clients to complete some of the region's most intriguing projects, including: development of a mixed-use project in San Francisco's Fillmore District featuring Yoshi's Jazz Club and Restaurant and 80 condominiums; entitling a 14-story, 220-unit residential building in Jack London Square; and the creative vertical subdivision of the Oakland YWCA, rescuing the "Y" from bankruptcy and saving a Julia Morgan building. He is currently representing the Planning and Development Team hired by the City of Oakland, exploring how to create Coliseum City of Oakland and save the Raiders, the Warriors and the A's for Oakland. In 2012, Mr. Wasserman was appointed by Governor Jerry Brown as Chair of the San Francisco Bay Conservation and Development Commission.
Education: Stanford Law School; J.D. (1972); University of California, Santa Cruz, B.A. (1969).
Full profile: www.wendel.com/zwasserman.

Neal A. Parish started his career as a land use consultant and economist. With several years of experience under his belt, Mr. Parish decided to obtain a law degree and has been assisting clients with real estate and land use matters since. He has worked on a range of complex redevelopment projects for both agencies and private developers, including representing the Oakland Redevelopment Agency on the development of the UC President's Office in downtown Oakland. For private and individual clients, Mr. Parish regularly negotiates, drafts and analyzes agreements in real estate transactions, including leases, purchase and sale contracts, CC&Rs, easements and related agreements. He also assists a variety of clients with land use and related permitting issues. His education in city planning and transportation engineering gives him additional insight to assist public agency clients on matters related to construction, design and other professional service contracts. In addition, he regularly reviews existing and pending legislation for our public clients in order to ensure statutory and regulatory compliance.
Education: University of California, Berkeley, Boalt Hall School of Law; J.D., (1997); University of California, Berkeley; M.C.P. (Master of City Planning); M.S., Transportation Engineering (1986); University of California, Los Angeles; B.A., Economics (1984).
Full profile: www.wendel.com/nparish.

Anagha Dandekar Clifford's litigation practice includes representing clients in a variety of complex matters in both trial and appellate courts. Her cases span a wide range of subjects, including eminent domain, land use/real estate, intellectual property (trademark, copyright, patent, licensing), construction, and complex commercial litigation. In addition to her litigation work, Ms. Clifford counsels clients on intellectual property issues, green practices, and advertising and promotional matters. She works with the Wendel Rosen transportation team and has advised the Alameda Transportation Agencies in its efforts to develop a Vehicle Registration Fee Expenditure Plan and Ballot Measure, and a new sales tax-funded expenditure plan.
Education: UC Davis School of Law, King Hall; J.D. (2004); UC Berkeley; B.A. (1998).
Full profile: www.wendel.com/aclifford.

Robert D. Shantz assists clients in connection with all types of real estate transactions and land use issues related to the acquisition, option, disposition and development of commercial, residential and mixed use property. In addition, he has represented commercial landlords and tenants in leasing matters. His land use experience includes representing clients in connection with local and Department of Real Estate subdivision approvals, condominium approvals, CEQA matters, and permit issues. Mr. Shantz is a licensed California real estate broker. Previously, he served as assistant general counsel to a Napa, California construction and development company and to a Bay Area Major League Baseball sports franchise.
Education: Santa Clara University School of Law, Santa Clara, CA; J.D. (2003); Cal Poly, San Luis Obispo, San Luis Obispo, CA; B.S., cum laude (1999).
Full profile: www.wendel.com/rshantz.

Representative Public Agency Clients

Over the years, firm attorneys have worked with many public and quasi-public entities on specific matters or as general counsel. Here is a representative list:

- Alameda County Congestion Management Agency
- Alameda County Transportation Improvement Authority
- Alameda County Transportation Commission
- City of Hayward
- City of Hercules
- City of Fairfield
- City of Fremont
- City of Livermore
- City of Oakland
- City of San Leandro
- City of Vallejo
- City of Walnut Creek
- Contra Costa County
- County of Alameda
- County of Alameda Surplus Property Authority
- County of Humboldt
- East Bay Municipal Utility District
- East Bay Regional Parks
- Leona Quarry, GHAD
- Oakland Area, GHAD
- Blackhawk, GHAD
- Canyon Lakes, GHAD
- Wendt Ranch, GHAD
- Hillcrest Heights, GHAD
- California Tradewinds, GHAD
- Broad Beach, GHAD
- Oceanus, GHAD
- Orinda, GHAD

- Port of Oakland
- San Francisco Public Utilities Commission
- Santa Clara Valley Transportation Authority

2. Three client references

1. Bryan Wenter, City Attorney of Walnut Creek
   1666 N. Main Street, Walnut Creek, CA 94596
   wenter@walnut-creek.org
   Phone Number: (925) 943-5813

2. Rob Ewing, Town Attorney of Danville
   510 La Gonda Way, Danville, CA 94526
   REwing@danville.ca.gov
   Phone Number: (510) 620-5439

3. John Russo, City Manager of Alameda County (previously City Attorney of Oakland)
   2263 Santa Clara Avenue, Room 320, Alameda, CA 94501
   jrusso@ci.alameda.ca.us
   Phone Number: (510) 747-4700

3. List of current hourly rates for each attorney and support staff

We proposed to provide general legal services to the Oversight Board for all attorneys (partners and associates) at a discounted blended rate of $295 per hour. Paralegals will be billed out at $160. If specialized services are needed (i.e., bankruptcy, bond counsel, complex litigation), we may charge different rates, but we will discuss those rates with the Board before providing such services.

4. Availability

We understand that the term of engagement would be for the fiscal year 2012/2013 and that the contract would likely be extended from year to year until the Board completes its work and is either dissolved or merged with the other Oversight Boards in the County. We are available to represent the Board at its earliest direction, and we will serve the Board as long as needed.

5. Disclosure of known or potential conflicts of interest

We do not have any current conflicts of interest in representing the Board. As called out in the RFQ, we are not currently and will not put ourselves in an adversarial position with the agencies that appointed the Board members. We do not represent private developers under existing contracts with the prior dissolved Redevelopment Agency of Brentwood for redevelopment

projects that have not yet been completed. In addition, we are not employed by Brentwood Successor Agency, any of the entities with appointments to the Board, or any of the affected taxing entities that may receive funding pursuant to ABx1 26.

Thank you for the opportunity to respond to this Request for Qualifications. We look forward to meeting with you to answer any questions and further discuss how we might best serve the Board's legal needs.