

**CITY OF BRENTWOOD**  
**Oversight Board**  
*Terrace View Room – 2<sup>nd</sup> floor*  
**Brentwood City Hall**  
**150 City Park Way**  
**Brentwood, CA 94513**

A regular meeting of the Brentwood Oversight Board is hereby called for:  
**Wednesday, July 18, 2012**  
**4:00 p.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 June 20, 2012 meeting
4. A Resolution approving and authorizing the City Manager as Successor Agency Executive Director and the City Attorney as Successor Agency General Counsel to execute agreements with SEIFEL Consulting, Inc. for professional services; and with Burke, Williams and Sorensen and Best Best and Krieger for legal services for the Successor Agency.
5. Proposals for Oversight Board Legal Services
6. Suggestions for future agenda items
7. Adjournment

**Dated: July 13, 2012**

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 **July 13, 2012** 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.



**Oversight Board**  
June 20, 2012  
Brentwood City Hall  
Terrace View Conference Room  
Meeting Minutes

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

1. Call to Order – Chair Bill Hill called the meeting to order at 4:05 p.m. Vice Chair Brian Swisher was absent.
2. Public Comment – None.
3. Consideration of minutes from May 8, 2012 minutes – M/S/C (Brockman/Barr) to approve the minutes from the May 8, 2012 meeting. 6-0-0-1 (Swisher absent)
4. Consideration of a resolution approving the Successor Agency's execution of assignment and assumption agreement and contingent repayment agreement assigning from the Successor Agency of the Redevelopment Agency of the City of Brentwood, to the City of Brentwood the rights and obligations under the Loan Agreement with Grove Sunset, L.P., with respect to the Meta Housing Project. Senior Community Development Analyst Kwame Reed presented the staff report. He explained the Meta Housing project was a 54 affordable unit project to be located at the former Perez Nursery site. This project has neighborhood support and was included on the ROPS that was previously approved by the Oversight Board. In late May, the City was notified that the State had denied the funding for this project on the ROPS and therefore, due to the timing of the project, alternate funding was required. The Successor Agency and the Brentwood City Council had both approved using the City's Affordable Housing In-Lieu Funds in the amount of \$3.95 million to keep the project moving forward. Kwame explained that if the legislation changes, or if this item gets approved on the ROPS, the City would be reimbursed by the Successor Agency.

Eric Volta asked about the location of affordable housing in the City and Kwame responded that there has been a mixture of affordable projects in the City, but that the area east of Brentwood Boulevard tends to lend itself more to these types of projects due to the affordability of the land and higher residential zoning density in the area. Paul Eldredge responded that the City makes an effort to not concentrate all of the affordable housing projects in one area of the City. Bob Brockman added that once the \$3.95 million of affordable housing funds are spent, there is very little money left so it is likely there will not be many more affordable housing projects.

Vice Chair Brian Swisher arrived at 4:12 p.m.

Kwame discussed the timing of the project. In response to a question from Eric Volta, Kwame confirmed that the State denied the inclusion of this project on the ROPS, but that the City and Successor Agency would continue to seek approval. City Treasurer/Director of Finance and Information Systems Pam Ehler clarified that the

Successor Agency wanted to get the rest of the ROPS approved so the Successor Agency did not contest the denial of this project at that time, but will continue to pursue getting it approved as part of the ROPS.

Steve Barr asked if the \$3.95 million did not ultimately get approved on the ROPS, would that funding become available to be spent elsewhere and Pam Ehler confirmed that it would.

M/S/C (Brockman/Eldredge) to adopt the resolution (4-3, Barr, Horan and Volta voted no).

5. Request for Qualifications (RFQ) for Oversight Legal Services. M/S/C/U (Volta/Horan) to send out the RFQ for legal services. (7-0)
6. Suggestions for future agenda items – There were no suggestions for future agenda items. The next regular meeting will be held on Wednesday, July 18, 2012 at 4:00 pm at Brentwood City Hall.
7. The meeting was adjourned at 4:20 p.m.

## CITY OF BRENTWOOD OVERSIGHT BOARD 4

**Meeting Date:** July 18, 2012

**Subject/Title:** A Resolution approving and authorizing the City Manager as Successor Agency Executive Director and the City Attorney as Successor Agency General Counsel to execute agreements with SEIFEL Consulting, Inc. for professional services; and with Burke, Williams and Sorensen and Best Best and Krieger for legal services for the Successor Agency

**Prepared by:** Kerry Breen, Assistant Finance Director

**Submitted by:** Pamela Ehler, City Treasurer/Director of Finance and Information Systems  
Damien Brower, Successor Agency General Counsel

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### **RECOMMENDATION**

Adopt a Resolution approving and authorizing the City Manager as Successor Agency Executive Director and the City Attorney as Successor Agency General Counsel to execute agreements with SEIFEL Consulting, Inc. for professional services; and with Burke, Williams and Sorensen and Best Best and Krieger for legal services for the Successor Agency.

### **PREVIOUS ACTION**

On May 8, 2012, by Resolution 2012-04, the Oversight Board adopted the Amended Recognized Obligation Payment Schedule (ROPS) for Periods January – June 2012 and July – December 2012.

### **BACKGROUND**

The Legislature created successor agencies to perform the tasks and duties associated with winding down the business and fiscal affairs of former redevelopment agencies. Complicating this process are ever evolving legislative proposals and legal interpretations to which cities and successor agencies must be strictly adhere. In order to accomplish the State mandated objectives, a successor agency may need to engage the services of qualified consultants and attorneys to assist with the technical and/or legal aspects associated with ensuring the wind down process is conducted in compliance with all legal and statutory requirements.

As of February 1, 2012, redevelopment agencies were dissolved and the Successor Agency became responsible for the approval of these agreements. The two year agreement with SEIFEL Consulting, Inc. for technical redevelopment consulting services is for amounts not to exceed \$25,000 per fiscal year.

Regarding the legal service agreements with Burke, Williams and Sorensen and Best Best and Krieger, two of the agreements involve general legal services and one, with Best Best and Krieger, involves any potential public works/construction closeout issues associated with the Downtown Streetscape/Infrastructure Project. Attorneys at both firms have had a long history of assisting the former Redevelopment Agency with legal matters and these agreements will maintain the longstanding professional relationship as the dissolution process continues.

The Successor Agency may only seek reimbursement for legal and professional services up to the amount listed on the ROPS. This amount totals \$36,000 for the next six month period and \$72,000 for the next twelve month period and would be paid for from the Redevelopment Property Tax Trust Fund. A six month total of \$42,984 and twelve month total of \$85,942 has also been included on the

ROPS for Low/Moderate Income Housing Services which would be paid, if needed, from existing Low/Moderate Fund Balances. Any amounts in excess of these limits would require the approval of the Oversight Board.

The contract with SEIFEL covers the 2012/13 and 2013/14 fiscal years and is limited to a maximum of \$25,000 per fiscal year, for a total not-to-exceed contract of \$50,000.

The contract with Burke, Williams and Sorensen also covers the 2012/13 and 2013/14 fiscal years and is limited to a maximum of \$25,000 per fiscal year, for a total not-to-exceed contract of \$50,000.

The contract with Best Best and Krieger for General Legal Services covers the 2012/13 through 2014/15 fiscal years and is limited to a total not-to-exceed contract of \$50,000 over the duration of those three years.

The contract with Best Best and Krieger for General Legal Services covers the 2012/13 and 2013/14 fiscal years and is limited to a total not-to-exceed contract of \$50,000 over the duration of those two years.

On June 26, 2012 by Resolution 2012-05-SA, the Successor Agency approved and authorized the City Manager as Successor Agency Executive Director and the City Attorney as Successor Agency General Counsel to execute agreements with SEIFEL Consulting, Inc. for professional services; and with Burke, Williams and Sorensen and Best Best and Krieger for legal services for the Successor Agency.

#### **FISCAL IMPACT**

Payment for services under the terms of these agreements is consistent with the Successor Agency's Required Obligation Payment Schedule adopted by Oversight Board Resolution No. 2012-04. These agreements do not change the amounts included on the adopted ROPS, and thus no additional funds would be need to be committed or reserved for these services.

#### Attachments:

Resolution

Exhibit A - SEIFEL Agreement

Exhibit B - Burke, Williams and Sorensen, General Legal Service Agreement

Exhibit C - Best Best and Krieger, General Legal Service Agreement

Exhibit D - Best Best and Krieger, Legal Service Agreement, Public Works/Construction Issues

**RESOLUTION NO.**

**A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY CITY OF BRENTWOOD APPROVING AND AUTHORIZING THE CITY MANAGER AS SUCCESSOR AGENCY EXECUTIVE DIRECTOR AND THE CITY ATTORNEY AS SUCCESSOR AGENCY GENERAL COUNSEL TO EXECUTE AGREEMENTS WITH SEIFEL CONSULTING, INC. FOR PROFESSIONAL SERVICES; AND WITH BURKE, WILLIAMS AND SORENSEN AND BEST BEST AND KRIEGER FOR LEGAL SERVICES FOR THE SUCCESSOR AGENCY**

**WHEREAS**, the Successor Agency will continue to need professional and legal advisory services; and

**WHEREAS**, on May 8, 2012, by Resolution 2012-04, the Oversight Board adopted the Amended Recognized Obligation Payment Schedule (ROPS) for Periods January – June 2012 and July – December 2012; and

**WHEREAS**, on June 26, 2012 by Resolution 2012-05-SA, the Successor Agency approved and authorized the City Manager as Successor Agency Executive Director and the City Attorney as Successor Agency General Counsel to execute agreements with SEIFEL Consulting, Inc. for professional services; and with Burke, Williams and Sorensen and Best Best and Krieger for legal services for the Successor Agency; and

**WHEREAS**, staff requests approval and authorization be given to the City Manager of the City of Brentwood, as the Successor Agency Executive Director, to execute an agreement with SEIFEL Consulting, Inc. to provide the needed services; and

**WHEREAS**, staff requests approval and authorization be given to the City Attorney of the City of Brentwood, as the Successor Agency General Counsel, to execute agreements with Burke, Williams and Sorensen and Best Best and Krieger to provide the needed services.

**NOW, THEREFORE BE IT RESOLVED** that the Oversight Board of the Brentwood Successor Agency does hereby approve and authorize:

1. The City Manager, as Successor Agency Executive Director, to execute a professional services agreement with SEIFEL Consulting, Inc. in an amount not to exceed \$50,000.
2. The City Attorney, as Successor Agency General Counsel, to execute an agreement with Burke, Williams and Sorensen for general legal services in an amount not to exceed \$50,000.
3. The City Attorney, as Successor Agency General Counsel, to execute an agreement with Best Best and Krieger for general legal services in an amount not to exceed \$50,000.
4. The City Attorney, as Successor Agency General Counsel, to execute an agreement with Best Best and Krieger for construction/public works legal services in an amount not to exceed \$50,000.

**PASSED, APPROVED AND ADOPTED** by the Oversight Board for the Successor Agency City of Brentwood at a regular meeting held on July 18, 2012 by the following vote:

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
SEIFEL CONSULTING, INC.**

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Successor Agency of the City of Brentwood, a public body corporate and politic ("Successor Agency"), and SEIFEL CONSULTING, INC., a California Corporation ("Consultant") (each a "Party" and collectively, the "Parties").

**RECITALS**

A. Successor Agency requires the professional services of a consultant that is experienced in Successor Agency Advisory.

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

C. Successor Agency desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services

D. Consultant has submitted a proposal to City 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.

1.1 Successor Agency retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are described in the attached Exhibit "A," which is incorporated by this reference, pursuant to this Agreement's terms and conditions.

1.2 Consultant will be responsible for the professional quality, technical accuracy and coordination of the Services. Consultant will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.3. Consultant will keep Successor Agency informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

1.4 If applicable, Consultant has designated those persons listed in Exhibit "A" to provide the Services to the Successor Agency. Consultant will not change or reassign those persons described in Exhibit "A" without prior written notice to Successor Agency, and will not replace those individuals with individuals to whom Successor Agency has a reasonable objection.

2. Standard of Performance. Consultant acknowledges that in entering into this Agreement the Successor Agency is relying on Consultant's special skills and experience to do and perform the Services in accordance with best standards of professional practice. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Northern California area. The acceptance of the Services by Successor Agency does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the Services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the Services under its control. On demand of Successor Agency, if any employee or subcontractor of Consultant fails or refuses to carry out the

provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire on June 30, 2014.

4. Schedule. Consultant will generally adhere to the schedule set forth in Exhibit "A" provided, that Successor Agency will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to Successor Agency of Successor Agency's project schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. Successor Agency understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

5. Compensation.

5.1 The total fee payable for the Services to be performed during the term of this Agreement will be a not to exceed amount of Fifty Thousand Dollars (\$50,000), \$25,000 for fiscal year 2012/13 and \$25,000 for fiscal year 2013/14 as may be further specified in the attached Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The Successor Agency reserves the right to withhold a ten percent (10%) retention until Successor Agency has accepted the Services.

5.2 Payment will occur only after receipt by Successor Agency of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by Successor Agency.

5.3 Within thirty (30) days after receipt of any applicable progress payment request, Successor Agency will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by Successor Agency. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. Successor Agency reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

6. Status of Consultant. Consultant will perform the Services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of Successor Agency. The persons used by Consultant to provide the Services under this Agreement will not be considered employees of Successor Agency for any purposes.

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

7. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Exhibit "A", Consultant will not subcontract any portion of the Services without prior written approval of Executive Director or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to Successor Agency for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and Successor Agency. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by Successor Agency.

8. Other Consultants. The Successor Agency reserves the right to employ other consultants in connection with the Services.

9. Indemnification. Consultant will hold harmless, defend and indemnify Successor Agency, the City of Brentwood and their officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Consultant, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of Successor Agency or City.

10. Insurance. Consultant 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 Consultant or Consultant'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."

10.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Director, in consultation with the Successor Agency Counsel approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. Successor Agency, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. 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. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

10.1.1 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.

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

10.1.3 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 Consultant has no employees and provides, to Successor Agency's satisfaction, a declaration stating this.

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

10.2 Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the Successor Agency, City, its officers, agents, volunteers and employees as additional insureds. Prior to Successor Agency's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to Successor Agency.

10.3 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 Successor Agency sent pursuant to the notice provisions of this Agreement.

10.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then Successor Agency will have the option to declare Consultant 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. Consultant is responsible for any payments made by Successor Agency to obtain or maintain insurance and Successor Agency may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

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

10.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to Successor Agency, City, and their officers, agents, volunteers and employees. Any insurance or self-insurance maintained by Successor Agency or City for themselves, their officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

10.7 Reduction in Coverage/Material Changes. Consultant will notify Successor Agency 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.

10.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of Successor Agency.

11. Business License. Consultant 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.

12. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of Successor Agency during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant 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.

13. Ownership of Documents.

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

13.2 The Work Product may be used by Successor and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes Successor Agency may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances Successor Agency uses, or engages the services of and directs another consultant to use, the Work Product, Successor Agency agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

14. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in Successor Agency and Consultant relinquishes all claims to the copyrights in favor of Successor Agency.

15. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the Successor Agency to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the Successor Agency without the written consent of the Successor Agency before any such release.

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 Successor Agency:

Successor Agency of the City of Brentwood  
150 City Park Way  
Brentwood, CA 94513  
Phone No. (925) 516-5460  
Facsimile No. (925) 516-5401  
Attn: Kerry Breen

For Consultant:

Seifel Consulting, Inc.  
221 Main Street, Suite 420  
Phone No.: (415) 618-0700  
Facsimile No.: (415) 618-0707

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

17.2 Consultant understands that its professional responsibility is solely to Successor Agency. Consultant 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. Consultant further warrants that neither Consultant, nor Consultant'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 Consultant will file with the Successor Agency an affidavit disclosing this interest. Consultant 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,

Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant will promptly disclose the relationship to the Successor Agency and take such action as the Successor may direct to remedy the conflict.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant 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. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, Successor Agency may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. Consultant has five (5) business days to deliver any documents owned by Successor Agency and all work in progress to Successor Agency address contained in this Agreement. Successor Agency will make a determination of fact based upon the work product delivered to Successor Agency and of the percentage of work that Consultant has performed which is usable and of worth to Successor Agency in having the Agreement completed. Based upon that finding Successor Agency will determine the final payment of the Agreement. In the event Successor Agency elects to terminate, Successor Agency will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of Successor Agency, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to Successor Agency. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. Successor will make the final determination as to the portions of tasks completed and the compensation to be made.

21. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant 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, Successor Agency 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, Consultant agrees that any Agreement claim submitted to Successor Agency 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. Consultant acknowledges that if a false claim is submitted to Successor Agency by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant 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 Successor Agency seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for Successor Agency 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. Consultant will testify at Successor Agency's request if litigation is brought against Successor Agency in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, Successor Agency, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant'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 Consultant without the prior written consent of Successor Agency, which will not be unreasonably withheld.

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

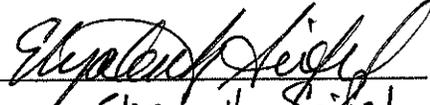
27. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, 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. The Executive Director is authorized, in consultation with the Successor Agency Counsel, to agree to non-material amendments to this Agreement. 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 Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant 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.

CONSULTANT:

\* By:   
Printed Name: Elizabeth Seitel  
Title: President/Secretary

\*\* By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

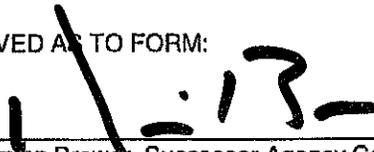
SUCCESSOR AGENCY::

By: \_\_\_\_\_  
Paul R. Eldredge, Executive Director

ATTEST:

By: \_\_\_\_\_  
Margaret Wimberly, Secretary

APPROVED AS TO FORM:

By:   
Damien Brower, Successor Agency Counsel

If required by Successor Agency, 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**  
**Seifel Consulting Inc.**  
**Successor Agency Advisory Scope of Services & Billing Rates**

**Advisory Services for the Successor Agency**

As needed, we would advise the Successor Agency on various aspects of its activities and operations. This could include the following advisory services:

- Preparation and/or review of Recognized Obligation Payment Schedules and other services for compliance with the requirements of California Community Redevelopment Law, including the provisions of ABx1 26 and any subsequent follow up legislation
- Asset disposition strategies and analysis, including real estate proforma due diligence analysis, financial feasibility studies, market analysis, and preparation of reuse reports per Section 33433
- Audit support and financial analysis, including tax increment projections, pass-through payment calculations, review of existing pass-through agreements, and reconciliation of payments made to taxing entities
- Presentation, preparation and attendance at meetings such as the Housing Subcommittee, Planning Commission, Successor Agency and Oversight Board
- Other advisory services as needed.

Seifel Consulting Inc. bills on a time and materials basis, using the following rates for duration of this contract. Seifel Consulting Inc. bills on a time and materials basis, using the following rates. Billing rates are subject to annual revision, however, as Brentwood is a valued client, hourly rates will remain at the same levels as they have since 2009.

**2012 Hourly Rates (Time)**

President	\$250
Senior Managing Consultant	\$195
Managing Consultant	\$175
Senior Consultant	\$145
Consultant	\$125
Analyst	\$115
Research Analyst	\$105
Technical Staff	\$105
Administrative Support	\$75

Testimony as expert witness at court trials, administrative hearings, and depositions will be billed at 200 percent of the above rates. Expedited work at client's request will be billed at 150% time (Rush Fee).

### **Expenses (Materials)**

Seifel Consulting Inc. bills expenses as follows:

- In order to lessen time-consuming paperwork and processing costs, a 2% overhead charge will be added to each invoice to cover a portion of reimbursable expenses, including phone charges, in-house photocopying/printing, delivery charges and miscellaneous other charges under \$25. Other costs as itemized below, which differ significantly by client, will continue to be billed separately.
- Photocopying/report reproduction charges with a combined total exceeding \$25 per month will be billed at 10 cents per black & white single-sided letter page (20 cents for a ledger-sized page) and one dollar per color single-sided letter page (two dollars for a ledger-sized page), except for bulk reproduction of reports, which is charged on a direct reimbursable basis.
- Delivery service charges above \$25 per month will be billed at cost.
- Travel costs will be billed on a direct reimbursable basis. Automobile mileage charges will be billed based on the Internal Revenue Service Optional Standard Mileage Rate. Other travel and per diem expenses, including airfare, automobile rental and hotel (if necessary) are charged at actual cost.
- Interest on all outstanding invoices that are past 30 days will be calculated based on a 10% yearly rate or a daily rate of .0274%.

### **Subcontractor Management**

Upon client approval, where Seifel Consulting Inc. is managing subcontractor(s), a contract administrative charge of 10 percent will be applied to all subcontractor invoices.

cc

FILED  
in the office of the Secretary of State  
of the State of California

1897853

DEC 13 2000

Bill Jones  
SECRETARY OF STATE

**CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the President and the Secretary, respectively, of SEIFEL ASSOCIATES, a California Corporation.

2. Article First of the Articles of Incorporation of this Corporation is amended to read as follows:

"Article First: The name of said corporation shall be SEIFEL CONSULTING, INC."

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 100. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: December 11, 2000

  
Elizabeth Seifel, President

  
Elizabeth Seifel, Secretary

**AGREEMENT FOR SPECIAL COUNSEL SERVICES**  
**[Burke, Williams & Sorensen – Successor Agency Matters]**

This Agreement for Special Counsel Services ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2012, by and between the Successor Agency for the Redevelopment Agency of the City of Brentwood ("Successor Agency") and Burke, Williams & Sorensen ("Special Counsel") (collectively, the "Parties").

**RECITALS**

A. Successor Agency requires the professional services of attorneys who are experienced in redevelopment matters.

B. Special Counsel has the necessary experience and history in providing professional services and advice related to redevelopment law.

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

1. Scope of Work. Successor Agency retains Special Counsel to represent the Successor Agency in connection with its redevelopment activities, including, but not limited to, advice, consultation, legal research and opinions regarding redevelopment activities (the "Services") in accordance with this Agreement's terms and conditions.

2. Standard of Performance. While performing the Services, Special 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 from July 1, 2012, until June 30, 2013.

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

5. Compensation. Special Counsel's current rates are attached as Exhibit "A" and are typically modified annually. Special Counsel will notify the City in writing of such modifications at least fourteen (14) days prior to their effective date. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

6. Reimbursable Expenses. In lieu of itemizing reimbursable charges, Special Counsel may charge Successor Agency an administrative fee of four percent of hourly billings which compensates the cost of normal photocopying, long distance telephone calls, regular mail postage, telecopy charges and other expenses as to which individual itemization is impractical. Special Counsel shall be entitled to reimbursement for all reasonable and necessary expenses incurred from outside vendors related to extraordinary costs not covered by the four percent administrative fee.

7. Advancement of Costs. Special Counsel will advance expenses and costs incurred on behalf of the Successor Agency under this Agreement in an amount not exceeding \$450 per month. If costs will exceed \$450 per month, costs in excess of this total shall be paid directly by the Successor Agency or shall be advanced to Special Counsel pursuant to a separate letter agreement which the Successor Agency Counsel is authorized to execute on behalf of the Successor Agency.

8. Payment for Services. Special Counsel shall submit itemized monthly invoices to the Successor Agency accounting for the Services provided and costs incurred pursuant to the terms of this Agreement. Each monthly invoice shall bill in six-minute increments and shall include the total hours performed to date. Minimum billing requirements are unacceptable to the Successor Agency and invoice shall charge only for actual time spent. Payment will occur only after receipt by Successor Agency of invoices sufficiently detailed that clearly set forth by date, the type of work performed, the specific subject of work performed or legal research performed, and the time spent on a task. Successor Agency shall make payment to Special Counsel within thirty (30) days of receipt of the invoice, except for those specific items on the invoice which are contested or questioned and returned by Successor Agency, with written explanation, within thirty (30) days of receipt of the invoice. Special Counsel shall provide to Successor Agency, a written response to any statement contested or questioned and further, upon request of Successor Agency, provide Successor Agency with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the Successor Agency.

Special Counsel shall invoice Client monthly for the Services and costs incurred. The form of invoice shall include a cover summary sheet containing only the "attorney services" and the amount being billed therefore; the "costs advanced" and the amount being billed therefore; and a total for all services and costs invoiced. Attached to the summary sheet shall be the detailed backup information which, as to "attorney services", sets forth the dates services were performed; the initials of the attorney performing said services; the hourly rate attributable thereto; the hours or minutes being invoiced, and the total invoiced costs of attorney services. As to "costs advanced", the detailed back up information shall set forth the dates costs were incurred, the type of cost incurred; and the total of advance costs incurred.

9. Status of Special Counsel. Special Counsel will perform the Services in Special Counsel's own way as an independent contractor and in pursuit of Special Counsel's independent calling, and not as an employee of Successor Agency. The persons used by Special Counsel to provide services under this Agreement will not be considered employees of Successor Agency for any purposes.

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

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

11. Other Attorneys. The Successor Agency reserves the right to employ other attorneys in connection with the Services.

12. Indemnification. Special Counsel will indemnify and hold harmless Successor Agency and the City of Brentwood ("City") 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 caused by the willful misconduct or negligent act or omission of the Special Counsel, any subcontractor, anyone employed by any of them or anyone for whose acts any of them may be liable.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense Successor Agency or City incurs or makes to or on behalf of an injured employee under the City's or Successor Agency's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section to the extent such injury is caused by willful misconduct or negligent act or omission of Special Counsel, and that this section will survive the expiration or early termination of the Agreement.

13. Insurance. Special Counsel will obtain and maintain 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 Special Counsel or Special 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."

13.1 Coverages and Limits. Special Counsel will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Director, in consultation with the Successor Agency Counsel approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Special Counsel's indemnification obligations under this Agreement. Successor Agency, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Special Counsel pursuant to this Agreement are adequate to protect Special Counsel. If Special Counsel believes that any required insurance coverage is inadequate, Special Counsel will obtain such additional insurance coverage, as Special Counsel deems adequate, at Special Counsel's sole expense.

13.1.1 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.

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

13.1.3 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 Special Counsel has no employees and provides, to Successor Agency's satisfaction, a declaration stating this.

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

13.2 Additional Provisions. Special Counsel will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

13.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance, Successor Agency and City and its and their officers, agents, volunteers and employees will be named as additional insureds.

13.2.2 Special Counsel will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

13.2.3 This 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 Successor Agency sent pursuant to the notice provisions of this Agreement.

13.3 Providing Certificates of Insurance and Endorsements. Prior to Successor Agency's execution of this Agreement, Special Counsel will furnish certificates of insurance and endorsements to Successor Agency.

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

13.5 Primary Coverage. For any claims related to the Services and this Agreement, the Special Counsel's insurance coverage will be primary insurance with respect to Successor Agency and City and its and their officers, agents, volunteers and employees. Any insurance or self-insurance maintained by Successor Agency and City, for themselves or their officers, agents, volunteers and employees, will be in excess of Special Counsel's insurance and not contributory with it.

13.6 Reduction in Coverage/Material Changes. Special Counsel will notify Successor Agency 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.

14. Conflict Waiver. Actual or possible conflict sometimes arises between existing or potential clients. Special Counsel may be required to ask for a conflict waiver in that event. Special Counsel asks for Successor Agency's understanding and cooperation if Special Counsel requests a conflict waiver in order to undertake or continue representation of another client in manner that will not be specifically detrimental or adverse to Successor Agency.

15. Maintenance of Records. Special Counsel will maintain complete and accurate records with respect to costs incurred under this Agreement. All such records will be clearly identifiable. Special Counsel will allow a representative of Successor Agency during normal business hours to examine, audit, and make transcripts or copies of such records and any other such documents created pursuant to this Agreement. Special 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.

16. Ownership of Documents. All work product produced by Special Counsel or its agents, employees, and subcontractors pursuant to this Agreement is the property of Successor Agency. Special Counsel will provide Successor Agency with the final version of all briefs, filings, legal memos and work product produced by Special Counsel within a reasonable time, not to exceed ten (10) days, after the work product is made final. In the event this Agreement is terminated, all work product produced by Special Counsel or its agents, employees and subcontractors pursuant to this Agreement will be delivered to Successor Agency pursuant to the termination clause of this Agreement. Special Counsel will have the right to make copies of the work product for Special Counsel's records.

17. Copyrights. Special Counsel agrees that all copyrights that arise from the Services will be vested in Successor Agency and Special Counsel relinquishes all claims to the copyrights in favor of Successor Agency.

18. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of Successor Agency and on behalf of Special Counsel under this Agreement.

For Successor Agency:

Successor Agency for the  
Redevelopment Agency of the  
City of Brentwood  
Attn: Damien Brower  
150 City Park Way  
Brentwood, CA 94513  
(925) 516-5440

For Special Counsel:

Burke, Williams & Sorensen  
Attn: Karen W. Murphy, Esq.  
1901 Harrison St., 9th Floor  
Oakland, CA 94612  
(510) 273-8780

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular or certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

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

Special Counsel warrants that it has no financial interest in the subject matter of this Agreement, other than the compensation to be provided for the Services. Special Counsel further warrants that it will comply with all California State Bar Rules of Professional Conduct, including those relating to interests adverse to a client (Rule 3-300) and representing adverse interests (Rule 3-310).

20. General Compliance with Laws. Special Counsel will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Special Counsel, or in any way affect the performance of the Services by Special Counsel. Special 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.

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

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

Special Counsel may terminate the Services at any time with Successor Agency's consent or for good cause. Good cause exists if (a) any statement is not paid within sixty (60) days of its date; (b) Successor Agency fails to meet any other obligation under this Agreement and continue in that failure for fifteen (15) days after Special Counsel send written notice to Successor Agency; (c) Successor Agency has misrepresented or failed to disclose material facts to Special Counsel, refused to cooperate with Special Counsel, refused to follow Special Counsel's advice on a material matter, or otherwise made Special Counsel's representation unreasonably 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 Special Counsel terminates the Services, Successor Agency agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of the Services, whether by Successor Agency or by Special Counsel, will not relieve the obligation to pay for the Services rendered and costs incurred before the Services formally ceased.

23. Covenants Against Contingent Fees. Special Counsel warrants that Special Counsel has not employed or retained any company or person, other than a bona fide employee working for Special Counsel, to solicit or secure this Agreement, and that Special 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, Successor Agency will have the right to annul this Agreement without liability, 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.

24. Claims and Lawsuits. By signing this Agreement, Special Counsel agrees that any Agreement claim submitted to Successor Agency 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. Special Counsel acknowledges that if a false claim is submitted to Successor Agency by Special Counsel, it may be considered fraud and Special Counsel may be subject to criminal prosecution. Special 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 Successor Agency seeks to recover penalties pursuant to the False Claims Act, it is entitled to seek to recover its litigation costs, including attorney's fees. Special Counsel acknowledges that the filing of a false claim may subject Special Counsel to an administrative debarment proceeding as the result of which Special Counsel may be prevented to act as a Special Counsel on any public work or improvement for a period of up to five (5) years.

25. Jurisdiction and Venue. 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.

26. 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 Special Counsel without the prior consent of Successor Agency.

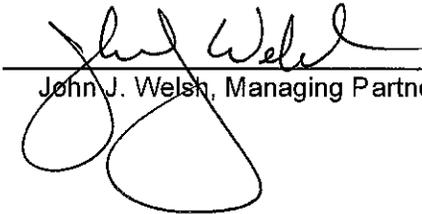
27. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

28. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the Parties relating to the subject matter of it. In case of conflict, the terms of this Agreement supersede any and all prior written or oral agreement, order or understanding. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in writing signed by both Parties.

29. Authority. The individual executing this Agreement and the instruments referenced in it on behalf of Special Counsel represents and warrants that he has the legal power, right and actual authority to bind Special Counsel to the terms and conditions of this Agreement.

**SPECIAL COUNSEL:**

BURKE, WILLIAMS & SORENSEN

By:   
John J. Welsh, Managing Partner

**SUCCESSOR AGENCY:**

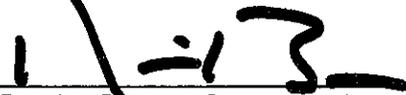
SUCCESSOR AGENCY FOR THE  
REDEVELOPMENT AGENCY OF  
THE CITY OF BRENTWOOD

By: \_\_\_\_\_  
Damien Brower, Successor Agency  
Counsel

**ATTEST:**

By: \_\_\_\_\_  
Margaret Wimberly, Secretary

**APPROVED AS TO FORM:**

By:   
Damien Brower, Successor Agency  
Counsel

**EXHIBIT "A"**

**PUBLIC LAW PRACTICE GROUP**

Hourly billing rates for owners, partners and of-counsels will range from \$260 - \$400.

Hourly billing rates for associates will range from \$195 to \$275.

Hourly billing rates for paralegals will range from \$145 to \$190.

**AGREEMENT FOR SPECIAL COUNSEL SERVICES  
[Best Best & Krieger LLP – Successor Agency Matters]**

**THIS AGREEMENT** is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2012, by and between the Successor Agency for the Redevelopment Agency of the City of Brentwood ("Successor Agency") and Best Best & Krieger LLP ("Special Counsel") (collectively, the "Parties").

**RECITALS**

A. Successor Agency requires the professional services of attorneys who are experienced in redevelopment matters.

B. Special Counsel has the necessary experience and history in providing professional services and advice related to redevelopment law.

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

1. Scope of Work. Successor Agency retains Special Counsel to represent the Successor Agency in connection with its redevelopment activities, including, but not limited to, advice, consultation, legal research and opinions regarding redevelopment activities (the "Services") in accordance with this Agreement's terms and conditions.

2. Standard of Performance. While performing the Services, Special 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 from July 1, 2012, until June 30, 2015.

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

5. Compensation. Successor Agency shall compensate Special Counsel for the performance of the Services at the rates shown on Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

6. Reimbursable Expenses. Special Counsel shall be entitled to reimbursement for all reasonable and necessary expenses incurred from outside vendors related to performance of the Services.

7. Advancement of Costs. Special Counsel will advance expenses and costs incurred on behalf of the Successor Agency under this Agreement.

8. Payment for Services. Special Counsel shall submit itemized monthly invoices to the Successor Agency accounting for the Services provided and costs incurred

pursuant to the terms of this Agreement. Each monthly invoice shall bill in five-minute increments and shall include the total hours performed to date. Minimum billing requirements are unacceptable to the Successor Agency and invoice shall charge only for actual time spent. Payment will occur only after receipt by Successor Agency of invoices sufficiently detailed that clearly set forth by date, the type of work performed, the specific subject of work performed or legal research performed, and the time spent on a task. Successor Agency shall make payment to Special Counsel within thirty (30) days of receipt of the invoice, except for those specific items on the invoice which are contested or questioned and returned by Successor Agency, with written explanation, within thirty (30) days of receipt of the invoice. Special Counsel shall provide to Successor Agency, a written response to any statement contested or questioned and further, upon request of Successor Agency, provide Successor Agency with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the Successor Agency.

Special Counsel shall invoice Client monthly for the Services and costs incurred. The form of invoice shall include a cover summary sheet containing only the "attorney services" and the amount being billed therefore; the "costs advanced" and the amount being billed therefore; and a total for all services and costs invoiced. Attached to the summary sheet shall be the detailed backup information which, as to "attorney services", sets forth the dates services were performed; the initials of the attorney performing said services; the hourly rate attributable thereto; the hours or minutes being invoiced, and the total invoiced costs of attorney services. As to "costs advanced", the detailed back up information shall set forth the dates costs were incurred, the type of cost incurred; and the total of advance costs incurred.

9. Status of Special Counsel. Special Counsel will perform the Services in Special Counsel's own way as an independent contractor and in pursuit of Special Counsel's independent calling, and not as an employee of Successor Agency. The persons used by Special Counsel to provide services under this Agreement will not be considered employees of Successor Agency for any purposes.

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

10. Subcontracting. Special Counsel will not subcontract any portion of the Services without prior written approval of Successor Agency Counsel or his/her designee. If Special Counsel subcontracts any of the Services, Special Counsel will be fully responsible to Successor Agency for the acts and omissions of Special Counsel's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Special Counsel is for the acts and omissions of persons directly employed by Special Counsel. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Special Counsel and Successor Agency. Special Counsel will be responsible for payment of

subcontractors. Special Counsel will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Special Counsel's work unless specifically noted to the contrary in the subcontract and approved in writing by Successor Agency.

11. Other Special Counsels. The Successor Agency reserves the right to employ other Special Counsels in connection with the Services.

12. Indemnification. Special Counsel will indemnify and hold harmless Successor Agency and its 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 caused by the willful misconduct or negligent act or omission of the Special Counsel, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense Successor Agency incurs or makes to or on behalf of an injured employee under the Successor Agency's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section to the extent such injury is caused by willful misconduct or negligent act or omission of Special Counsel, and that this section will survive the expiration or early termination of the Agreement.

13. Insurance. Special Counsel will obtain and maintain 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 Special Counsel or Special 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."

13.1 Coverages and Limits. Special Counsel will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Director, in consultation with the Successor Agency Counsel approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Special Counsel's indemnification obligations under this Agreement. Successor Agency, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Special Counsel pursuant to this Agreement are adequate to protect Special Counsel. If Special Counsel believes that any required insurance coverage is inadequate, Special Counsel will obtain such additional insurance coverage, as Special Counsel deems adequate, at Special Counsel's sole expense.

13.1.1 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.

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

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

13.2 Additional Provisions. Special Counsel will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

13.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance, Successor Agency, its officers, agents, volunteers and employees will be named as additional insureds.

13.2.2 Special Counsel will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

13.2.3 This 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 Successor Agency sent pursuant to the notice provisions of this Agreement.

13.3 Providing Certificates of Insurance and Endorsements. Prior to Successor Agency's execution of this Agreement, Special Counsel will furnish certificates of insurance and endorsements to Successor Agency.

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

13.5 Submission of Insurance Policies. Successor Agency reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

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

13.7 Reduction in Coverage/Material Changes. Special Counsel will notify Successor Agency 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.

14. Conflict Waiver. Actual or possible conflict sometimes arises between existing or potential clients. Special Counsel may be required to ask for a conflict waiver in that event. Special Counsel asks for Successor Agency's understanding and cooperation if Special Counsel requests a conflict waiver in order to undertake or continue representation of another client in manner that will not be specifically detrimental or adverse to Successor Agency.

15. Maintenance of Records. Special Counsel will maintain complete and accurate records with respect to costs incurred under this Agreement. All such records will be clearly identifiable. Special Counsel will allow a representative of Successor Agency during normal business hours to examine, audit, and make transcripts or copies of such records and any other such documents created pursuant to this Agreement. Special 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.

16. Ownership of Documents. All work product produced by Special Counsel or its agents, employees, and subcontractors pursuant to this Agreement is the property of Successor Agency. Special Counsel will provide Successor Agency with the final version of all briefs, filings, legal memos and work product produced by Special Counsel within a reasonable time, not to exceed ten (10) days, after the work product is made final. In the event this Agreement is terminated, all work product produced by Special Counsel or its agents, employees and subcontractors pursuant to this Agreement will be delivered to Successor Agency pursuant to the termination clause of this Agreement. Special Counsel will have the right to make copies of the work product for Special Counsel's records.

17. Copyrights. Special Counsel agrees that all copyrights that arise from the Services will be vested in Successor Agency and Special Counsel relinquishes all claims to the copyrights in favor of Successor Agency.

18. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of Successor Agency and on behalf of Special Counsel under this Agreement.

For Successor Agency:

Successor Agency for the  
Redevelopment Agency of  
the City of Brentwood  
Attn: Damien Brower  
150 City Park Way  
Brentwood, CA 94513  
(925) 516-5440

For Special Counsel:

Best Best & Krieger LLP  
Attn: Brent Hawkins, Esq.  
500 Capitol Mall, Suite 1700  
Sacramento, CA 95814  
(916) 325-4000

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular or certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

19. Conflict of Interest. Successor Agency will evaluate Special Counsel's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and Successor Agency's Conflict of Interest Code is required of Special Counsel or any of Special Counsel's employees, agents, or subcontractors. Should it be determined that disclosure is required, Special Counsel or Special Counsel's affected employees, agents, or

subcontractors will complete and file with the Secretary those schedules specified by Successor Agency and contained in the Statement of Economic Interests Form 700.

Special Counsel warrants that it has no financial interest in the subject matter of this Agreement, other than the compensation to be provided for the Services. Special Counsel further warrants that it will comply with all California State Bar Rules of Professional Conduct, including those relating to interests adverse to a client (Rule 3-300) and representing adverse interests (Rule 3-310).

20. General Compliance with Laws. Special Counsel will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Special Counsel, or in any way affect the performance of the Services by Special Counsel. Special 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.

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

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

Special Counsel may terminate the Services at any time with Successor Agency's consent or for good cause. Good cause exists if (a) any statement is not paid within sixty (60) days of its date; (b) Successor Agency fails to meet any other obligation under this Agreement and continue in that failure for fifteen (15) days after Special Counsel send written notice to Successor Agency; (c) Successor Agency has misrepresented or failed to disclose material facts to Special Counsel, refused to cooperate with Special Counsel, refused to follow Special Counsel's advice on a material matter, or otherwise made Special Counsel's representation unreasonably 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 Special Counsel terminates the Services, Successor Agency agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of the Services, whether by Successor Agency or by Special Counsel, will not relieve the obligation to pay for the Services rendered and costs incurred before the Services formally ceased.

23. Covenants Against Contingent Fees. Special Counsel warrants that Special Counsel has not employed or retained any company or person, other than a bona fide employee working for Special Counsel, to solicit or secure this Agreement, and that Special 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, Successor Agency will have the right to annul this Agreement without liability, 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.

24. Claims and Lawsuits. By signing this Agreement, Special Counsel agrees that any Agreement claim submitted to Successor Agency 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. Special Counsel acknowledges that if a false claim is submitted to Successor Agency by Special Counsel, it may be considered fraud and Special Counsel may be subject to criminal prosecution. Special 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 Successor Agency seeks to recover penalties pursuant to the False Claims Act, it is entitled to seek to recover its litigation costs, including attorney's fees. Special Counsel acknowledges that the filing of a false claim may subject Special Counsel to an administrative debarment proceeding as the result of which Special Counsel may be prevented to act as a Special Counsel on any public work or improvement for a period of up to five (5) years.

25. Jurisdiction and Venue. 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.

26. 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 Special Counsel without the prior consent of Successor Agency.

27. Paragraph Headings. Paragraph headings as used herein 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 thereof.

28. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the Parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any and all prior written or oral agreement, order or understanding. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in writing signed by both Parties.

29. Authority. The individual executing this Agreement and the instruments referenced in it on behalf of Special Counsel represents and warrants that he has the legal power, right and actual authority to bind Special Counsel to the terms and conditions of this Agreement.

**SPECIAL COUNSEL:**

Best Best & Krieger LLP

By: T. Brent Hawkins  
T. Brent Hawkins

**SUCCESSOR AGENCY:**

Successor Agency for the Redevelopment Agency of the City of Brentwood

By: Damien Brower  
Damien Brower, Successor Agency Counsel

**ATTEST:**

By: \_\_\_\_\_  
Margaret Wimberly, Secretary

**APPROVED AS TO FORM:**

By: Damien Brower  
Damien Brower, Successor Agency Counsel

**EXHIBIT "A"**

**PUBLIC LAW PRACTICE GROUP**

Hourly billing rates for shareholders and of-counsels will range from \$260 - \$400.

Hourly billing rates for associates will range from \$195 to \$275.

Hourly billing rates for paralegals will range from \$145 to \$190.

**AGREEMENT FOR SPECIAL COUNSEL SERVICES**  
**[Best Best & Krieger LLP – Downtown Streetscape]**

**THIS AGREEMENT** is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2012, by and between the Successor Agency for the Redevelopment Agency of the City of Brentwood ("Successor Agency") and Best Best & Krieger LLP ("Special Counsel") (each party and collectively, the "Parties").

**RECITALS**

A. Successor Agency requires the professional services of attorneys who are experienced in public works and construction law.

B. Special Counsel has the necessary experience and history in providing professional services and advice related to public works and construction law.

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

1. Scope of Work. Successor Agency retains Special Counsel to represent the Successor Agency in connection with matters related to public works and construction law, including, but not limited to, advice, consultation, negotiations, legal research and litigation (the "Services") in accordance with this Agreement's terms and conditions.

2. Standard of Performance. While performing the Services, Special 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 from July 1, 2012 until June 30, 2014.

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

5. Compensation. Successor Agency shall compensate Special Counsel for the performance of the Services at the rates shown on Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

6. Reimbursable Expenses. Special Counsel shall be entitled to reimbursement for all reasonable and necessary expenses incurred from outside vendors related to performance of the Services.

7. Advancement of Costs. Special Counsel will advance expenses and costs incurred on behalf of the Successor Agency under this Agreement.

8. Payment for Services. Special Counsel shall submit itemized monthly invoices to the Successor Agency accounting for the Services provided and costs incurred pursuant to the terms of this Agreement. Each monthly invoice shall bill in five-minute increments and shall include the total hours performed to date. Minimum billing requirements are unacceptable to the Successor Agency and invoice shall charge only for actual time spent. Payment will occur only after receipt by Successor Agency of invoices sufficiently detailed that clearly set forth by date, the type of work performed, the specific subject of work performed or legal research performed, and the time spent on a task. Successor Agency shall make payment to Special Counsel within thirty (30) days of receipt of the invoice, except for those specific items on the invoice which are contested or questioned and returned by Successor Agency, with written explanation, within thirty (30) days of receipt of the invoice. Special Counsel shall provide to Successor Agency, a written response to any statement contested or questioned and further, upon request of Successor Agency, provide Successor Agency with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the Successor Agency.

Special Counsel shall invoice Client monthly for the Services and costs incurred. The form of invoice shall include a cover summary sheet containing only the "attorney services" and the amount being billed therefore; the "costs advanced" and the amount being billed therefore; and a total for all services and costs invoiced. Attached to the summary sheet shall be the detailed backup information which, as to "attorney services", sets forth the dates services were performed; the initials of the attorney performing said services; the hourly rate attributable thereto; the hours or minutes being invoiced, and the total invoiced costs of attorney services. As to "costs advanced", the detailed back up information shall set forth the dates costs were incurred, the type of cost incurred; and the total of advance costs incurred.

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Agreement will create any contractual relationship between any subcontractor of Special Counsel and Successor Agency. Special Counsel will be responsible for payment of subcontractors. Special Counsel will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Special Counsel's work unless specifically noted to the contrary in the subcontract and approved in writing by Successor Agency.

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The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense Successor Agency incurs or makes to or on behalf of an injured employee under the Successor Agency's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section to the extent such injury is caused by willful misconduct or negligent act or omission of Special Counsel, and that this section will survive the expiration or early termination of the Agreement.

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For Successor Agency:

Successor Agency for the  
Redevelopment Agency of  
the City of Brentwood  
Attn: Damien Brower  
150 City Park Way  
Brentwood, CA 94513  
(925) 516-5440

For Special Counsel:

Best Best & Krieger LLP  
Attn: Linda R. Beck, Esq.  
500 Capitol Mall, Suite 1700  
Sacramento, CA 95814  
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22. Termination of Services. Successor Agency may terminate Services at any time by written notice. After receiving such notice, Special Counsel will cease providing the Services. Special Counsel will cooperate with Successor Agency in the orderly transfer of all related files and records to Successor Agency's new counsel.

Special Counsel may terminate the Services at any time with Successor Agency's consent or for good cause. Good cause exists if (a) any statement is not paid within sixty (60) days of its date; (b) Successor Agency fails to meet any other obligation under this Agreement and continue in that failure for fifteen (15) days after Special Counsel send written notice to Successor Agency; (c) Successor Agency has misrepresented or failed to disclose material facts to Special Counsel, refused to cooperate with Special Counsel, refused to follow Special Counsel's advice on a material matter, or otherwise made Special Counsel's representation unreasonably 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 Special Counsel terminates the Services, Successor Agency agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of the Services, whether by Successor Agency or by Special Counsel, will not relieve the obligation to pay for the Services rendered and costs incurred before the Services formally ceased.

23. Covenants Against Contingent Fees. Special Counsel warrants that Special Counsel has not employed or retained any company or person, other than a bona fide employee working for Special Counsel, to solicit or secure this Agreement, and that Special 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, Successor Agency will have the right to annul this Agreement without

liability, 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.

24. Claims and Lawsuits. By signing this Agreement, Special Counsel agrees that any Agreement claim submitted to Successor Agency 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. Special Counsel acknowledges that if a false claim is submitted to Successor Agency by Special Counsel, it may be considered fraud and Special Counsel may be subject to criminal prosecution. Special 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 Successor Agency seeks to recover penalties pursuant to the False Claims Act, it is entitled to seek to recover its litigation costs, including attorney's fees. Special Counsel acknowledges that the filing of a false claim may subject Special Counsel to an administrative debarment proceeding as the result of which Special Counsel may be prevented to act as a Special Counsel on any public work or improvement for a period of up to five (5) years.

25. Jurisdiction and Venue. 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.

26. 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 Special Counsel without the prior consent of Successor Agency.

27. Paragraph Headings. Paragraph headings as used herein 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 thereof.

28. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the Parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any and all prior written or oral agreement, order or understanding. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in writing signed by both Parties.

29. Authority. The individual executing this Agreement and the instruments referenced in it on behalf of Special Counsel represents and warrants that he has the legal power, right and actual authority to bind Special Counsel to the terms and conditions of this Agreement.

**SPECIAL COUNSEL:**

Best Best & Krieger LLP

By:   
Linda R. Beck

**SUCCESSOR AGENCY:**

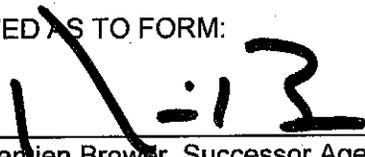
Successor Agency for the Redevelopment Agency of the City of Brentwood:

By: \_\_\_\_\_  
Damien Brower, Successor Agency Counsel

**ATTEST:**

By: \_\_\_\_\_  
Margaret Wimberly, Secretary

**APPROVED AS TO FORM:**

By:   
Damien Brower, Successor Agency Counsel

**EXHIBIT "A"**

**PUBLIC LAW PRACTICE GROUP**

Hourly billing rates for shareholders and of-counsels will range from \$260 - \$400.

Hourly billing rates for associates will range from \$195 to \$275.

Hourly billing rates for paralegals will range from \$145 to \$190.

## **BRENTWOOD OVERSIGHT BOARD ITEM NO. 5**

**Meeting Date:** July 18, 2012  
**Subject/Title:** Request for Qualifications (RFQ) for Oversight Board Legal Services  
**Submitted by:** Karen Chew, Oversight Board Secretary

### **RECOMMENDATION**

Direct the sub-committee (Board Members Eldredge and Volta) to conduct interviews with the respondents and to return to the Board with a recommendation for Oversight Board legal services.

### **DISCUSSION**

At the May meeting, the Oversight Board discussed the need for Legal Services and appointed Board Members Volta and Eldredge to serve as a sub-committee to oversee the development of a RFQ for legal services. With the assistance of the City Attorney, staff developed an RFQ which was approved by the Board in June and then sent to qualified individuals and firms to serve as legal counsel to the Oversight Board.

The deadline for responses was July 12, 2012 and two proposals were received. Staff recommends that the sub-committee interview the two respondents and return to the Board in August with a recommendation of who should be appointed to serve as the legal counsel.

The funding for these legal services will be paid by the Successor Agency.

Attachment:

RFQ for Oversight Board Legal Services

**Request for Qualifications (RFQ) for  
Legal Services for the Oversight Board to the Successor Agency  
to the former Redevelopment Agency of the City of Brentwood**

Under AB X1 26 (Chapter 5, Statutes of 2011), an Oversight Board (“Board”) was established to oversee the actions of the Successor Agency for the dissolved Redevelopment Agency of the City of Brentwood. The Board is seeking the services of an attorney with a professional law firm or an experienced sole practitioner to serve as Legal Counsel to the Board.

The Board Legal Counsel may not be employed by: (i) the Brentwood Successor Agency; (ii) any of the entities with appointments to the Board; or (iii) any of the affected taxing entities which may receive funding pursuant to AB X1 26.

The selected Legal Counsel will advise the Board and will be expected to work closely with counsel from the various taxing entities with appointments to the Board or who receive property tax revenues. Due to conflicts of interest, the Legal Counsel and/or its firm could not be in an adversarial position with the agencies that appointed the Board members, nor could it represent private developers under existing contracts with the prior dissolved Redevelopment Agency of the City of Brentwood for redevelopment projects which have not yet been completed.

Interested firms or individuals should be versed in California Redevelopment Law and AB X1 26, and have experience advising public bodies on Brown Act, Political Reform Act and the Public Records Act. The firm or individual should also have experience with public contracting, public finance (bonds) and redevelopment projects and activities, as well as experience with real estate transactions including financing and disposition of properties.

The term of engagement would be for fiscal year 2012-2013, and the contract would likely be extended from year to year until the Board completes its work and is dissolved or is merged with the other Oversight Boards in Contra Costa County in 2016 as required by AB X1 26.

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

Legal Counsel may terminate the Services at any time with Board’s consent or for good cause. Good cause exists if (a) any statement is not paid within sixty (60) days of its date; (b) Board fails to meet any other obligation under this Agreement and continue in that failure for fifteen (15) days after Legal Counsel sends written notice to Board; (c) Board has misrepresented or failed to disclose material facts to Legal Counsel, refused to cooperate with Legal Counsel,

refused to follow Legal Counsel's advice on a material matter, or otherwise made Legal Counsel's representation unreasonably 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 Services, the Board agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

The Brentwood Oversight Board members are as follows:

1. Steve Barr, Vice Mayor of Brentwood, appointed by the East Contra Costa County Fire District
2. Bob Brockman, Brentwood Council Member, appointed by the Mayor with the concurrence of the Brentwood City Council
3. Paul Eldredge, Brentwood City Manager, appointed by the Mayor with the concurrence of the Brentwood City Council
4. Eric Volta, Superintendent of Liberty Union High School District, appointed by the Superintendent of Schools
5. Kevin Horan, Executive Dean of Los Medanos College, appointed by the College District
6. William Hill, former Brentwood Mayor and Council Member, appointed by the Board of Supervisors
7. Brian Swisher, former Brentwood Mayor, appointed by the Board of Supervisors

**Scope of Services:** The Scope of Services of the Legal Counsel would include, but not be limited to, the following:

- Provide legal advice regarding Oversight Board member duties, responsibilities and obligations;
- Provide legal advice regarding its relationship to and role with the Successor Agency;
- Advise the Board on legal authority and liability for actions taken in the ordinary course of business;
- Advise the Board on actions necessary to protect the Board Members from personal liability and protect the assets of the dissolved agency from liability and attachment;
- Review and advise the Board on the recommendations from the City/Successor Agency staff regarding contracting issues;
- Review and advise the Board on recommendations from the City/Successor Agency on financing matters, overseeing completion of redevelopment projects, and disposition of property and other assets;
- Provide advice on legislative matters which may affect the Board (exclusive of lobbying);

- Represent the Board in connection with any inquiry, investigation, audit or other proceedings of state regulatory agencies;
- Represent the Board in any litigation brought by or against or otherwise involving the Board;
- Engage in any other legal matter reasonably requested by the Board.

**Experience/Qualifications:** The Legal Counsel should have knowledge and experience in the following areas of law: California Redevelopment Law, AB X1 26, Brown Act, Political Reform Act, Public Records Act, contracts, and bond financing and lending. It would also be beneficial if the firm or individual has experience with real property development and disposition. Knowledge and experience in other areas of public law would also be desirable and may be considered.

**Submittal Content:**

- 1) A one-page cover letter with the name and contact information for the lead attorney.
- 2) Description of the qualifications and experience of the proposed lead attorney and any associate(s) to be assigned to work for the Board in the areas of law listed above.
- 3) Three client references.
- 4) List of current hourly rates for each attorney and support staff proposed to be assigned to work for the Board.
- 5) Availability
- 6) Disclosure of known or potential conflicts of interest

**Submittal Procedures:**

Please submit your proposal no later than 5:00 on Thursday, July 12, 2012 to Karen Chew, Secretary to the Oversight Board.

The Board reserves the right to accept or deny any or all proposals.

By Email: to [Kchew@brentwoodca.gov](mailto:Kchew@brentwoodca.gov)

By US Mail: to Karen Chew, Assistant City Manager, City of Brentwood, 150 City Park Way, Brentwood, CA 94513