



**AGENDA
SUCCESSOR AGENCY
TO THE MANTECA REDEVELOPMENT AGENCY
REGULAR MEETING
APRIL 5, 2016
7:00 P.M.
CITY COUNCIL CHAMBERS
1001 W. CENTER STREET**

CALL TO ORDER: Chairman DeBrum

ROLL CALL: Board Members Hernandez, Moorhead, Morowit, Silverman and Chairman DeBrum

A. CONSENT CALENDAR

It is recommended that the following items be considered simultaneously unless Board members or a member of the audience requests further discussion of an item.

1. Approve regular meeting minutes of the Manteca Successor Agency to the Manteca Redevelopment Agency of March 1, 2016.

[A.01](#)

2. Approve agreement for legal services with Richards, Watson and Gershon.

[A.02](#)

[Legal Services Agreement](#)

B. ORAL COMMUNICATIONS

Persons who do not have items on the agenda may approach the Successor Agency at this time. Please complete the Request to Speak form located next to the agendas in the back of the Council Chambers and give same to the Secretary/ City Clerk prior to the meeting. Those who wish to speak to items not placed on the agenda will be limited to three (3) minutes per speaker. Although the Board encourages the public to participate in the meeting, proper decorum must be assured at all times. Therefore, no personal attacks will be permitted.

C. ADJOURNMENT

This meeting of the Successor Agency to the Manteca Redevelopment Agency will adjourn to the next regular meeting of the Board to be held on Tuesday, **April 19, 2016, 7:00 p.m.**, in the City Council Chambers, 1001 W. Center Street, Manteca, California.

Reports and documents relating to each of the items listed on the agenda, including those received following posting/distribution, are on file in the Office of the Secretary to the Successor Agency to the Manteca Redevelopment Agency/City Clerk and are available for public inspection during normal

business hours, Monday – Friday, 7:30 a.m. – 5:30 p.m., closed alternating Fridays, 1001 W. Center Street, Manteca, CA 95337, telephone (209) 456-8017.

Please contact the Office of the Secretary of the Successor Agency to the Manteca Redevelopment Agency, 1001 W. Center Street, Manteca, CA, (209) 456-8017, for assistance with access to any of the agenda, materials, or participation at the meeting.

This notice of a regular meeting of the Successor Agency to the Manteca Redevelopment Agency was posted on the Bulletin Board at City Hall, 1001 W. Center Street, Manteca, California on March 30, 2016.

**JOSE JASSO, MMC
INTERIM SECRETARY/CITY CLERK**

**MINUTES OF THE REGULAR MEETING
OF THE SUCCESSOR AGENCY
TO THE MANTECA REDEVELOPMENT AGENCY
HELD MARCH 1, 2016**

The regular meeting of the Successor Agency to the Manteca Redevelopment Agency, held March 1, 2016 in the Council Chambers, 1001 W. Center St., Manteca, California, was called to order by Chairman DeBrum at 8:56 p.m.

ROLL CALL: Present were Board Members Moorhead, Morowit, Silverman and Chairman DeBrum. Board Member Hernandez was absent-excused.

A. CONSENT CALENDAR

1. Approve regular meeting minutes of the Manteca Successor Agency to the Manteca Redevelopment Agency of September 15, 2015.

ACTION: APPROVE THE CONSENT CALENDAR AS PRESENTED.

(Silverman/Moorhead) The motion carried unanimously.

B. FINANCE

1. Adopt a resolution entitled "A Resolution of the Board of Directors of the Successor Agency to the Manteca Redevelopment Agency approving Amendment No. 1 to Fee Letter Agreement in connection with a Letter of Credit Extension for bonds issued by the Manteca Redevelopment Agency in 2005 and taking certain related actions."

The Finance Director provided a brief report on Item B.1

ACTION: ADOPT A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE MANTECA REDEVELOPMENT AGENCY APPROVING AMENDMENT NO. 1 TO FEE LETTER AGREEMENT IN CONNECTION WITH A LETTER OF CREDIT EXTENSION FOR BONDS ISSUED BY THE MANTECA REDEVELOPMENT AGENCY IN 2005 AND TAKING CERTAIN RELATED ACTIONS. (Moorhead/Silverman) The motion carried unanimously.

C. ORAL COMMUNICATIONS – None.

D. ADJOURNMENT

The meeting of the Successor Agency to the Manteca Redevelopment Agency was adjourned at 8:58 p.m. to the next regular meeting of the Board to be held on Tuesday, **March 15, 2016, 7:00 p.m.**, in the City Council Chambers, 1001 W. Center Street, Manteca, California.

JOANN TILTON, MMC
SECRETARY/CITY CLERK

STEPHEN F. DEBRUM
CHAIRMAN

Successor Agency Agenda
April 5, 2016
Consent Calendar
Agenda Item No. A.02

Reviewed by
City Mgr's office: /KLM

Memo to: Manteca City Council

From: Karen L. McLaughlin, Executive Director

Date: March 29, 2016

Subject: Agreement for Legal Services with Richards, Watson and Gershon

Recommendation:

Approve Agreement for Legal Services Between the Successor Agency to the Manteca Redevelopment Agency and Richards, Watson and Gershon.

Background:

The City of Manteca and Manteca Redevelopment Agency have contracted for legal services with Richards, Watson and Gershon (RWG) since the City adopted its first redevelopment plan in 1986. RWG provides special legal services relating to redevelopment matters, and now advises the Successor Agency to the Manteca Redevelopment Agency on the wind-down of redevelopment. RWG has provided special legal services to the City on a variety of issues - a similar item is on the Manteca City Council agenda for consideration.

Over the course of the past 30 years, staff has found RWG to be extremely responsive to City/Agency requests. The firm is able to provide the City/Agency with the expertise of more than 40 attorneys with various specialties.

Consistent with State law in winding down redevelopment, this agreement, once approved by the Successor Agency, will also need to be approved by the Oversight Board to the Manteca Redevelopment Agency and the California Department of Finance (DOF). Funding for special legal services provided on behalf of the Successor Agency are paid through residual redevelopment funds, upon approval by the Oversight Board and DOF. The Agency last approved an agreement with RWG in 2003. Staff is recommending the attached agreement be approved by Successor Agency, updating the hourly rates charged by RWG attorneys. The rates proposed in

this agreement are in line with more-recently approved agreements for other special legal counsel utilized by the City of Manteca.

No employment relationship is created by this agreement. RWG operates as an independent contractor of the Successor Agency. The attached agreement has been reviewed by the City Attorney's Office and approved as to form.

Fiscal Impact:

Charges for legal services are charged directly to the fund in need of these special legal services. The three-year average for special legal services related to the Successor Agency performed by RWG is \$11,000. Sufficient funding is available in the 2015-16 fiscal year budget, and these proposed increases will be reflected in the Professional Services Accounts throughout the 2016-17 budget.

AGREEMENT FOR LEGAL SERVICES
(SUCCESSOR AGENCY TO THE MANTECA REDEVELOPMENT AGENCY)

THIS AGREEMENT is entered into by and between the Successor Agency to the Manteca Redevelopment Agency (the "Successor Agency") and Richards, Watson & Gershon, A Professional Corporation (the "Firm").

RECITALS

A. The Successor Agency desires to retain the Firm to perform certain legal services; and

B. The Firm has represented to the Successor Agency that it has the requisite experience and expertise and that it wishes to perform such services.

NOW, THEREFORE, the parties agree as follows:

1. Services. The Firm shall provide legal services, advice and counsel to the Successor Agency as requested by the Governing Board, the Executive Director, the City Attorney, or other appropriate staff or officials of the Successor Agency on matters involving the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code), AB X1 26, as amended and supplemented, other related laws, and on matters arising out of the exercise by the Successor Agency of any of its powers.

2. Term. This Agreement shall commence on April 6, 2016, and shall continue until terminated as provided in Paragraph 9, below.

3. Billing for Services. The Firm shall provide a monthly invoice of the services provided. Such invoice shall indicate a description of the service being performed, the attorney performing the service and the time spent by the attorney in performing the service.

4. Fees for Services. For the services provided hereunder, the Firm shall be paid a composite hourly rate of \$275 per hour for any shareholder or of counsel attorney working on the matter, \$235 per hour for any associate attorney working on the matter, and \$125 per hour for any paralegal or legal assistant working on the matter; except that for litigation matters, the Firm shall be paid a composite hourly rate of \$295 per hour for any attorney working on a litigation matter, and for public finance matters, the Firm shall be paid a composite hourly rate of \$315 per hour for any attorney working on a public finance matter. If the public finance matter involves the provision of bond counsel, disclosure counsel or issuer's counsel services in connection with the issuance of bonds or

other obligations, the total fee for each series or issue of bonds or other obligations shall not exceed an amount which the Finance Director deems fair and reasonable.

5. Supplies, Equipment and Support Staff. The Firm shall provide all supplies and clerical and support staff necessary to provide its services under this Agreement.

6. Costs and Expenses. In addition to fees, the Firm shall be paid out-of-pocket costs and expenses incurred by the Firm, including telecommunication charges, duplication, word processing, messenger services, filing fees, travel (computed from the Firm's San Francisco office) and any other costs and expenses reasonably incurred by the Firm in performing its services. Such costs shall be described on the monthly invoice provided by the Firm pursuant to Paragraph 3, hereof.

7. Files. All legal files of the Firm pertaining to the Successor Agency shall be and remain the property of the Successor Agency. The Firm shall control the physical location of such legal files during the term of this Agreement.

8. Independent Contractor. No employment relationship is created by this Agreement. The Firm shall be an independent contractor of the Successor Agency.

9. Termination. Any party may terminate this Agreement, with or without cause, at any time; provided, however, that the Successor Agency shall pay to the Firm, upon such termination, for time spent and costs and expenses incurred to the date of such termination.

10. Amendment. This Agreement may be amended or supplemented at any time by agreement duly approved by the parties.

EXECUTED this ____ day of _____, 2016.

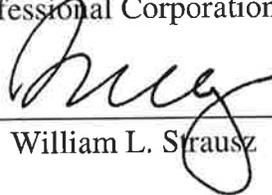
SUCCESSOR AGENCY TO THE
MANTECA REDEVELOPMENT AGENCY

By _____
Chairman

ATTEST:

By _____
Secretary

RICHARDS, WATSON & GERSHON
A Professional Corporation

By 
William L. Strausz