MEMORANDUM

TO: Oversight Board

FROM: Tiffany Bohee, Executive Director

SUBJECT: Adoption of a resolution selecting the City Attorney for the City and County of San Francisco as legal counsel for the Oversight Board for the City and County of San Francisco (Successor Agency to the Redevelopment Agency of the City and County of San Francisco), and waiving any potential conflicts that may arise from the City Attorney’s concurrent representation of the Oversight Board and the City and County of San Francisco

Under Assembly Bill No. X1 26 and the California Supreme Court’s decision in California Redevelopment Association v. Matosantos, the Redevelopment Agency of the City and County of San Francisco (“Agency”), together with all other redevelopment agencies in the State of California, were dissolved on February 1, 2012. Consistent with AB 26, the City became the successor agency of the Agency, and acquired its housing and non-housing assets, funds and enforceable obligations. The supervision of the duties related to these obligations is under the newly created Oversight Board. Specifically, the Oversight Board will oversee: 1) certain fiscal management of former Agency assets other than affordable housing assets, consistent with AB 26, and 2) exercise land use, development and design approval authority under the enforceable obligations for the Mission Bay Redevelopment Project Area, Hunters Point Shipyard Project Area and Zone 1 of the Bayview Hunters Point Redevelopment Project Area, and part of the Transbay Redevelopment Project Area (collectively, the “Major Approved Development Projects”), in place of the former Agency Commission, consistent with Board of Supervisors Resolution 11-12.

As such, the Oversight Board will need legal counsel to help implement the Major Development Projects, carry out existing enforceable obligations in other Project Areas, and advise the Oversight Board on matters relating to AB 26. The City Attorney has extensive expertise in a broad range of the many areas of law affecting the Oversight Board, and thus is well qualified to provide the highest quality and most cost effective and efficient legal services the Oversight Board needs.

The City as Successor and the City Attorney have proposed a Memorandum of Understanding designating the City Attorney as legal counsel for the Oversight Board. This arrangement is typical for other City departments such as Planning, the Office of Economic and Workforce Development, and the Mayor’s Office. The initial term of the contract is through June 30, 2012, with automatic one-year renewals until the contract is terminated by either party. The City Attorney’s Office will bill the Oversight Board quarterly based on hours of service provided, but will provide annual fiscal year budgets beginning in 2012-13. The current billing rate for the City Attorney’s office is $245 per hour, including overhead and administrative expenses. This amount will be periodically adjusted based on increases in actual costs.
Staff recommends approval of the Memorandum of Understanding between the City Attorney for the City and County of San Francisco, and the Oversight Board for the City and County of San Francisco, as Successor Agency to the Redevelopment Agency of the City and County of San Francisco to act as legal counsel for the Oversight Board.

Tiffany Bohee
Executive Director

Attachment 1: Memorandum of Understanding
MEMORANDUM OF UNDERSTANDING

FOR PROVISION OF LEGAL COUNSEL SERVICES BETWEEN
THE CITY ATTORNEY FOR THE CITY AND COUNTY OF SAN FRANCISCO, AND
THE OVERSIGHT BOARD FOR THE CITY AND COUNTY OF SAN FRANCISCO, AS
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF SAN FRANCISCO

This Memorandum of Understanding (this "MOU") dated for reference as of ____________, 2012, is between the CITY AND COUNTY OF SAN FRANCISCO (the "City"), acting by and through the CITY ATTORNEY FOR THE CITY AND COUNTY OF SAN FRANCISCO (the "City Attorney"), and the OVERSIGHT BOARD FOR THE CITY AND COUNTY OF SAN FRANCISCO, AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO (the "Board").

This MOU is made with reference to the following facts and circumstances:

A. Under Assembly Bill No. X1 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) ("AB 26") and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, No. S194861, the Redevelopment Agency of the City and County of San Francisco (the "Agency"), together with all other redevelopment agencies in the State of California, dissolved by operation of law on February 1, 2012.

B. Consistent with AB 26, on January 24, 2012 the City's Board of Supervisors approved and on January 26, 2012 the Mayor signed Resolution No. 11-12 (the "Board of Supervisors Resolution"), providing for the City to become the successor agency of the Agency, and to acquire its housing and non-housing assets, funds and enforceable obligations, and to fulfill its duties as successor agency to the Agency under AB 26.

C. Upon the Agency's dissolution, the City, as successor agency to the Agency under AB 26 and the Board of Supervisors Resolution, assumed the former Agency's assets and the duty to pay and perform "enforceable obligations" of the Agency (including bonds and other indebtedness, loans, judgments and settlements, contracts and certain other obligations, all as more particularly defined in AB 26), subject to the terms, conditions and limitations set forth in AB 26. Those enforceable obligations of the Agency became the obligations of the City, as the Agency's successor agency, but such obligations are payable only from the property tax revenues (former tax increment) or other revenue sources that would have been allocated or payable to the Agency or otherwise originally secured such obligations of the Agency. AB 26 expressly limits the liabilities of a successor agency in performing duties under AB 26 to the amount of property tax revenues received by such successor agency under AB 26 (generally equal to the amount of former tax increment received by the former redevelopment agency) and the assets of the former redevelopment agency. Accordingly, AB 26 does not make any general funds of the City responsible or available to pay for or perform any of the Agency's enforceable obligations that
the City has assumed. And no general fund revenues of the City are pledged to the repayment of any debt of the Agency, nor does AB 26 obligate the City's general fund to repay any such debt.

D. AB 26 places successor agencies' performance of their duties under the supervision of newly established oversight boards, which are separate from the local legislative bodies and which will oversee the fiscal management of future successor agency activities regarding the enforceable obligations. In performing their functions required under AB 26, the oversight boards owe fiduciary responsibilities to the holders of enforceable obligations and the taxing entities entitled to the distribution of property tax revenues under AB 26. Some actions by the oversight boards and successor agencies are also subject to discretionary review by the State Department of Finance under AB 26.

E. AB 26 provides a special rule for the City, as a combined city and county, relating to the oversight board that the act requires the City as successor agency to create. (California Health and Safety Code section 34179.) Under AB 26, the City controls a majority of the Board. The City's Mayor appoints four of the seven members to the Board, subject to confirmation by the City's Board of Supervisors. One of those four members must represent the largest group of former Agency employees. BART, the Superintendent of Schools and the State Chancellor of the Community College Districts each appoints one of the remaining three members. A majority (i.e., four members) constitutes a quorum of the Board, and the Board acts by majority vote.

F. The City has established this Board consistent with the requirements of AB 26.

G. In addition to the duties that AB 26 places on the Board, the City delegated to the Board, through the Board of Supervisors Resolution, certain authority and responsibility that the Commission of the former Agency exercised to implement three major approved development projects consistent with the integrated set of enforceable obligations governing them: (1) the Mission Bay North and the Mission Bay South Project Areas (collectively "Mission Bay"), (2) Phases One and Two of the Hunters Point Shipyard Project Area and Zone 1 of the Bayview Hunters Point Project Area (collectively, "Hunters Point Shipyard/Candlestick Point"), and (3) certain parts of the Transbay Transit Center Project Area, including Zone 1 ("Transbay"). (Mission Bay, Hunters Point Shipyard/Candlestick Point and Transbay are sometimes referred to in this MOU as the "Major Approved Development Projects.")

H. The City Attorney has extensive expertise in a broad range of the many areas of law affecting the Board. The City Attorney is well positioned to provide the highest quality and most cost effective and efficient legal services the Board needs to perform its duties under AB 26 and its implementation role for the Major Approved Development Projects under the Board of Supervisors Resolution.

I. The City Attorney wishes to provide its services, and the Board wishes to retain the City Attorney, on the terms and conditions set forth in this MOU.

J. The Board acknowledges that under the City's Charter the City Attorney is the legal advisor to the City and its purpose is to provide legal representation to the City. As further provided below, the Board is willing to waive any potential conflicts that may arise as a result of the City Attorney's representation of the City and the City Attorney's concurrent representation
of the Board, which in turn owes a fiduciary duty to the holders of enforceable obligations and to all of the constituent taxing entities.

ACCORDINGLY, the City Attorney and the Board agree as follows:

1.0 TERM

1.1 Effective Dates. This MOU shall be effective beginning on the reference date first mentioned above and shall continue through and including June 30, 2012, and shall be automatically renewed for successive 12 month periods, unless and until earlier terminated by either party as set forth under Section 1.2 of this MOU.

1.2 Early Termination. Either party may terminate this MOU without cause, with prior notice as provided below. If either party elects to terminate this MOU that party shall give advance written notice to the other party. The effective date of such termination shall be no earlier than three months from the date of written notice, unless both parties mutually agree in writing to an earlier date. The Board shall be responsible for all fees and costs incurred through the effective date of the termination of this MOU. The City Attorney shall cooperate reasonably in the transfer of documents and information related to any past or then current representation under this MOU.

2.0 SCOPE OF SERVICES

2.1 Provision of City Attorney Legal Services. Subject to Section 7 of this MOU, the City Attorney shall provide legal advice and representation to the Board, including general counsel services and advice upon the Board's request.

2.2 Assignment and Supervision of Matters. The management, direction, and supervision of City Attorney legal and support services, standards of performance, and other matters incident to the performance of such services shall remain in the City Attorney's sole discretion. Services under this MOU shall be performed by competent personnel under the supervision of the City Attorney. Particular tasks will be performed by lawyers (or, where appropriate, investigators or paralegals) with appropriate levels of experience for the performance of such tasks.

3.0 LEVEL OF SERVICE

The City Attorney agrees to provide service as specified in Section 2.0 of this MOU. Upon notice to the Agency, the City Attorney reserves the right to reduce the level of service to the level supported by the Board's budget for City Attorney legal services.

4.0 COMPENSATION FOR CITY ATTORNEY'S SERVICES

4.1 Billing. The City Attorney will bill the Board 45 days after the close of each quarter of the City's fiscal year, which begins on July 1 and ends on June 30. The bill shall consist of reasonably itemized invoices for services provided by the City Attorney and costs.
4.2 Rates. For work that the City Attorney does for the Board under this MOU, the City Attorney will bill the Board at the same rates it normally bills City departments, reflecting the actual costs of services performed by deputies. The hourly billing rates include an appropriate allocation of administrative costs, such as copying and facsimile costs and support staff. The City Attorney reassesses his Office's hourly rate schedules from time to time based on increases in actual costs, generally on an annual basis, following the close of the fiscal year. Currently, the City Attorney's rates are adjusted mid-year, retroactively effective July 1 of each year, which corresponds with the beginning of the City's fiscal year, but such rates could be adjusted at different times depending on the City's budget requirements.

4.3 Payment. The Board must pay or cause the City Attorney to be paid within 30 days of receipt of the quarterly bill. The parties anticipate that the cost of all fees and services that the City Attorney provides under this MOU will be paid from revenues in the Real Property Tax Trust Fund that the City has established under AB 26. Notwithstanding the foregoing, certain work that the City Attorney performs for the Major Approved Development Projects is paid for or reimbursed by the third party developers or other parties as part of the City's administrative expenses in implementing those projects, under the terms of the enforceable obligations governing them. The City Attorney will continue to bill separately for that work and charge such third parties at the applicable billing rates provided under those enforceable obligations.

4.4 Budget. Beginning with Fiscal Year 2012-2013, the City Attorney's Office will endeavor to provide the Board with an annual budget, setting forth the hours the Office expects to allocate to the Board for the upcoming year for services under this MOU. The City Attorney and the Board recognize that it may be difficult to predict those hours for the first year or so of the Board's operations, since the Board is newly established.

5.0 AUDITS AND RECORDS

5.1 Ability to Conduct. Audits may be conducted by either party to this MOU, by the Controller's Audits Division, the State Controller, or by any other parties authorized by law or mutually agreed upon by both parties. The costs of the audit will be the responsibility of the requesting party.

5.2 City Attorney. The City Attorney shall make available to the Board upon request all personnel time records, contractual records, and other records used to justify reimbursement within a reasonable period of time, not to exceed 30 days from the date the City Attorney receives a written request.

6.0 NOTICES

6.1 General. Except as otherwise expressly provided in this MOU, all notices, demands, approvals, consents and other formal communications between the
parties required or permitted under this MOU shall be in writing and shall be deemed given and effective (i) upon the date of receipt if given by personal delivery on a business day (or the next business day if delivered personally on a day that is not a business day), (ii) upon the next business day if sent for next-business-day delivery (with all expenses prepaid) by a reliable overnight delivery service, with receipt of delivery, or (iii) if mailed, three business days after deposit with the U.S. Postal Service for delivery by United States registered or certified mail, first class postage prepaid, to the Party at their respective addresses for notice designated below. For convenience of the parties, copies of notices may also be given by facsimile to the facsimile number set forth below or such other number as may be provided from time to time by notice given in the manner required under this MOU; however, neither party may give official or binding notice by facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

6.2 **Addresses.** Notices shall be addressed as follows.

In the case of a notice or communication to the Board:

Director of the Department of Administrative Services
City Hall, Room _____
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Telefacsimile: (415) __________
Telephone: (415) __________

In the case of a notice or communication to the City:

Office of the City Attorney
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Marisa Moret, Managing Deputy
Telefacsimile: (415) 554-4715
Telephone: (415) 554-4700

7.0 **WAIVER OF POTENTIAL CONFLICTS**

7.1 **General.** The Board and the City share a unique relationship. Under state law the City has the duty to establish the Board to oversee certain of the City's activities under AB 26. While the Board is a City agency, in performing its oversight role under state law, the Board owes a fiduciary duty to the holders of enforceable obligations and the taxing entities. The City is the largest taxing entity represented on the Board, and it controls a majority of the appointments to the Board. The Board of Supervisors and Mayor have delegated additional City
responsibility to the Board to implement the Major Approved Development Projects.

In light of this unique, interdependent, and cooperative relationship, the Board and the City agree that their best mutual interests will be served by the City Attorney providing legal services to the Board in accordance with the terms and conditions of this MOU.

7.2 Waiver by the Board of Conflicts Arising Out of Concurrent Representation.

The Board acknowledges that the Charter of the City and County of San Francisco charges the City Attorney with the responsibility to represent the City and County, including all its boards, commissions, departments and officers. Given the nature of the City Attorney's relationship with the City, the City Attorney must preserve its ability to represent the City on matters that may arise in the future, including matters in which the City's interests may be adverse to the Board's interests. The City Attorney is not willing to undertake representation of the Board in the absence of the Board's consent as set forth in this section because the City Attorney must preserve the ability to represent the City, as provided in the Charter. The Board's engagement of the City Attorney with respect to any matter includes the Board's consent to the City Attorney's ongoing representation of the City, in all matters, including transactions and litigation, in which the interests of the City are potentially or actually adverse to the interests of the Board and notwithstanding that the City Attorney may have obtained confidential information from the Board.

The Board's decisions could affect a number of City agencies—including the Mayor's Office, the Controller's Office, the Planning Department and the Office of Economic and Workforce Development—which the City Attorney represents. It is possible that the interests of those agencies and the interests of the Board may diverge regarding particular matters. For example, the Board may decide to enter into memoranda of understanding with one or more City agencies, and during the negotiation of those agreements, the City agencies and the Board could seek different terms. The City Attorney would represent both the City agencies and the Board in those negotiations, even though the parties could have different goals and seek different legal advice. Similarly, one or more City agencies could disagree with the Board's policy decisions regarding the Major Approved Development Projects or other matters, and the Board and the City agencies could both seek legal advice from the City Attorney regarding the policy decisions. In that circumstance, the City Attorney again would provide advice to both the Board and the City agencies, endeavoring to provide consistent and objective legal advice to all affected parties. The attorney-client privilege will not apply between the Board and the City on matters of common interest, but consistent with its longstanding practice in representing City agencies, the City Attorney will maintain the confidences of all parties to the extent appropriate and practicable.
By signing this agreement, the Board acknowledges that it is aware of potential conflicts associated with concurrent representation; that it is aware of the City Attorney's present and continuing relationship with the City; and that the Board, upon requesting assistance from the City Attorney under this MOU, and having been presented with the information about potential and actual conflicts of interest as required by this section, provides its consent under Rule 3-310 of the Rules of Professional Conduct to the City Attorney's ongoing representation of the City, notwithstanding any potential or actual conflict of interest between the City and the Board that exists or may develop.

The Board waives any and all rights to disqualify the City Attorney from representing the City in any matter based on a conflict of interest arising out of concurrent representation of the City and the Board. The Board's consent and waiver extends to "subsequent representation," where by reason of the City's former representation of the Board in a matter, the City has confidential information material to a matter in which the City's interests are adverse to the Agency's interests, and the City Attorney no longer represents the Board in any matter.

7.3 **Survival.** The waivers contained in this section shall survive any termination of this MOU.

7.4 **Consultation with independent counsel.** By signing this MOU, the Board acknowledges that the Board has been advised to consult with its own counsel should it wish to and it has had an opportunity to do so.

8.0 **GENERAL PROVISIONS**

8.1 **Amendments.** No addition to, or alteration of, the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU, which is approved and executed by both parties.

8.2 **Entire MOU.** This MOU is intended by the parties to be a final expression of their understanding with respect to the subject matter and as a complete and exclusive statement of the terms and conditions and supersedes any and all prior agreements and understandings, oral or written, in connection with this MOU.

8.3 **Approvals.** Any approval that this MOU requires or permits the Board to give may be given by the Director of the Department of Administrative Services, Deputy Director of the Department of Administrative Services, or any other City staff members designated by the Board. Any approval that this MOU requires or permits the City Attorney to give may be given by the City Attorney, the Chief Assistant, the Chief Deputy, or the Managing Deputy.
8.4 **Governing Law.** The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

8.5 **Self-Insurance.** The Board acknowledges and agrees that the City self-insures and does not—and will not—have any obligation to obtain or maintain any professional liability coverage or other insurance coverage relating to the City Attorney's performing services under this MOU.

8.6 **Survival.** Termination, expiration or cancellation of this MOU shall not affect any provision of this MOU that states it shall survive any such termination, expiration or cancellation.
8.7 **Execution in Counterparts.** This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same MOU.

CITY ATTORNEY

______________________________

Dennis J. Herrera

OVERSIGHT BOARD FOR THE CITY AND COUNTY OF SAN FRANCISCO, AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

By____________________________

Approved by the Oversight Board by its Resolution No. __________ on ______________, 2012.
RESOLUTION NO. 1-2012

Adopted March 6, 2012

RESOLUTION SELECTING THE CITY ATTORNEY FOR THE CITY AND COUNTY OF SAN FRANCISCO AS LEGAL COUNSEL FOR THE OVERSIGHT BOARD FOR THE CITY AND COUNTY OF SAN FRANCISCO (SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO), AND WAIVING ANY POTENTIAL CONFLICTS THAT MAY ARISE FROM THE CITY ATTORNEY'S CONCURRENT REPRESENTATION OF THE OVERSIGHT BOARD AND THE CITY AND COUNTY OF SAN FRANCISCO

WHEREAS, Under Assembly Bill No. X1 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) ("AB 26") and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, No. S194861, the Redevelopment Agency of the City and County of San Francisco (the "Agency"), together with all other redevelopment agencies in the State of California, dissolved by operation of law on February 1, 2012; and,

WHEREAS, Consistent with AB 26, on January 24, 2012 the City's Board of Supervisors approved and on January 26, 2012 the Mayor signed Resolution No. 11-12 (the "Board of Supervisors Resolution"), providing for the City to become the successor agency of the Agency, and to acquire its housing and non-housing assets, funds and enforceable obligations, and to fulfill its duties as successor agency to the Agency under AB 26; and,

WHEREAS, Upon the Agency's dissolution, the City, as successor agency to the Agency under AB 26 and the Board of Supervisors Resolution, assumed the former Agency's assets and the duty to pay and perform "enforceable obligations" of the Agency (including bonds and other indebtedness, loans, judgments and settlements, contracts and certain other obligations, all as more particularly defined in AB 26), subject to the terms, conditions and limitations set forth in AB 26. Those enforceable obligations of the Agency became the obligations of the City, as the Agency's successor agency, but such obligations are payable only from the property tax revenues (former tax increment) or other revenue sources that would have been allocated or payable to the Agency or otherwise originally secured such obligations of the Agency. AB 26 expressly limits the liabilities of a successor agency in performing duties under AB 26 to the amount of property tax revenues received by such successor agency under AB 26 (generally equal to the amount of former tax increment received by the former redevelopment agency) and the assets of the former redevelopment agency. Accordingly, AB 26 does not make any general funds of the City responsible or available to pay for or perform any of the Agency's enforceable obligations that the City has assumed. And no general fund revenues of the City are pledged to the repayment of any debt of the Agency, nor does AB 26 obligate the City's general fund to repay any such debt; and,

WHEREAS, AB 26 places successor agencies' performance of their duties under the supervision of newly established oversight boards, which are separate from the
local legislative bodies and which will oversee the fiscal management of future successor agency activities regarding the enforceable obligations. In performing their functions required under AB 26, the oversight boards owe fiduciary responsibilities to the holders of enforceable obligations and the taxing entities entitled to the distribution of property tax revenues under AB 26. Some actions by the oversight boards and successor agencies are also subject to discretionary review by the State Department of Finance under AB 26; and,

WHEREAS, AB 26 provides a special rule for the City, as a combined city and county, relating to the oversight board that the act requires the City as successor agency to create. (California Health and Safety Code section 34179.) Under AB 26, the City controls a majority of the Board. The City's Mayor appoints four of the seven members to the Board, subject to confirmation by the City's Board of Supervisors. One of those four members must represent the largest group of former Agency employees. BART, the Superintendent of Schools and the State Chancellor of the Community College Districts each appoints one of the remaining three members. A majority (i.e., four members) constitutes a quorum of the Board, and the Board acts by majority vote; and,

WHEREAS, The City has established this Board consistent with the requirements of AB 26; and,

WHEREAS, In addition to the duties that AB 26 places on the Board, the City delegated to the Board, through the Board of Supervisors Resolution, certain authority and responsibility that the Commission of the former Agency exercised to implement three major approved development projects consistent with the integrated set of enforceable obligations governing them: (1) the Mission Bay North and the Mission Bay South Project Areas (collectively "Mission Bay"), (2) Phases One and Two of the Hunters Point Shipyards Project Area and Zone 1 of the Bayview Hunters Point Project Area (collectively, "Hunters Point Shipyards/Candlestick Point"), and (3) certain parts of the Transbay Transit Center Project Area, including Zone 1 ("Transbay"). The three major approved projects are referred to as the "Major Development Projects;" and,

WHEREAS, The City Attorney has extensive expertise in a broad range of the many areas of law affecting the Board. The City Attorney is well positioned to provide the highest quality and most cost effective and efficient legal services the Board needs to perform its duties under AB 26 and its implementation role for the Major Approved Development Projects under the Board of Supervisors Resolution; and,

WHEREAS, The Board acknowledges that under the City's Charter the City Attorney is the legal advisor to the City and its purpose is to provide legal representation to the City. The Board is willing to waive any potential conflicts that may arise as a result of the City Attorney's concurrent representation of the City and the Board, which in turn owes a fiduciary duty to the holders of enforceable obligations and to all of the constituent taxing entities; and,
WHEREAS, The City Attorney wishes to provide its services, and the Board wishes to retain the City Attorney, on the terms and conditions set forth in the memorandum of understanding on file with the Secretary of the Board (the "MOU"), incorporated herein by this reference; and, now therefore, be it

RESOLVED, That the Oversight Board authorizes the retention of the City Attorney of the City and County of San Francisco as legal counsel to the Oversight Board, and authorizes the Executive Director of the Oversight Board to execute an agreement substantially in the form of the MOU, retaining the City Attorney and waiving any potential conflicts that may arise as a result of the City Attorney's concurrent representation of the City and County of San Francisco and the Board.

I hereby certify that the foregoing resolution was adopted by the Oversight Board at its meeting of March 6, 2012

[Signature]
Board Secretary