

**OAKLAND OVERSIGHT BOARD  
RESOLUTION NO. 2016- \_\_\_\_**

**A RESOLUTION OF THE OAKLAND OVERSIGHT BOARD APPROVING AND AUTHORIZING THE OVERSIGHT BOARD TO ACCEPT THE WITHDRAWAL OF SEDGWICK LLP AS OVERSIGHT BOARD COUNSEL AND TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CRAIG LABADIE OF THE LAW OFFICES OF CRAIG LABADIE AND TO AUTHORIZE THE TRANSFER OF THE OVERSIGHT BOARD'S LEGAL FILES AND RECORDS FROM SEDGWICK LLP TO THE LAW OFFICES OF CRAIG LABADIE**

**WHEREAS**, the California state legislature enacted Assembly Bill 26, as amended by AB 1484, (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.);

**WHEREAS**, on January 10, 2012, pursuant to Health and Safety Code Section 34173, the City Council of the City of Oakland elected to have the City of Oakland serve as successor agency (the "Successor Agency") for the dissolved Oakland Redevelopment Agency (the "Redevelopment Agency") effective February 1, 2012;

**WHEREAS**, on February 1, 2012, the Redevelopment Agency was dissolved pursuant to Health and Safety Code Section 34172;

**WHEREAS**, Health and Safety Code Section 34179 of the Dissolution Act provides for the appointment of an Oversight Board with specific duties to approve certain Successor Agency actions;

**WHEREAS**, at a public meeting held on April 19, 2012 the Oakland Oversight Board (the "Board") was formed;

**WHEREAS**, at a public meeting held on August 6, 2012, the Board voted to select Stein & Lubin LLP as legal counsel for the Board, with Laurie N. Gustafson as the attorney providing the legal services to the Board;

**WHEREAS**, at a public meeting held on July 1, 2013, the Board voted to enter into a Fee Agreement for Legal Services with the law firm of Sedgwick LLP, with Ms. Gustafson continuing to provide legal services to the Board;

**WHEREAS**, Ms. Gustafson has informed the Board that as of September 28, 2016, she will be joining the law firm of Burke, Williams & Sorensen, LLP ("Burke"), and that because Burke represents the City of Oakland, including on matters that come before the Board for consideration, a conflict of interest exists, and Ms. Gustafson will no longer be able to represent the Board after she joins Burke;

**WHEREAS**, To assist the Board in securing new counsel, Ms. Gustafson contacted Craig Labadie of the Law Offices of Craig Labadie, an attorney with extensive experience in

representing public entities, including numerous Oversight Boards and with deep knowledge in redevelopment and the complex laws requiring the dissolution of the former redevelopment agencies, Mr. Labadie has expressed his interest in representing the Oversight Board commencing September 27, 2016, and Ms. Gustafson has recommended that the Board hire Mr. Labadie; and now therefore be it;

**RESOLVED**, by the Board, as follows:

1. The above recitals are true and correct and are adopted as the findings of the Board.
2. The Board hereby approves and authorizes the Chair to execute and enter into an Agreement for Professional Services with Craig Labadie of the Law Offices of Craig Labadie and to execute the File Transfer Request, each in the form to be presented at the September 26, 2016 Board meeting attached hereto as Exhibit A.

**ADOPTED**, by the Board at a public meeting held in Oakland, California on Monday, September 26, 2016.

**PASSED BY THE FOLLOWING VOTE:**

AYES — BYRD, CHAIR CARSON, LITTLE, MULVEY, ORTIZ, TUCKER

Noes —

Absent —

Abstention -

**ATTEST:**

**SECRETARY, OAKLAND OVERSIGHT BOARD**

**EXHIBIT A**

*[See attached Agreement for Professional Service and file transfer request]*

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made and entered into on September 27, 2016, by and between the Oakland Redevelopment Oversight Board ("Oversight Board"), organized and existing under the provisions of ABx1 26, enacted June 28, 2011, and AB 1484, enacted June 27, 2012, as amended by SB 107, enacted September 22, 2015 (collectively referred to as the "Redevelopment Dissolution Act"), and Craig Labadie, a sole practitioner Attorney licensed to practice law in the State of California ("Attorney"), doing business as the Law Offices of Craig Labadie.

**THE PARTIES ENTER THIS AGREEMENT** based upon the following facts, understandings and intentions:

The Oakland City Council has elected to have the City of Oakland serve as the Successor Agency for the dissolved Oakland Redevelopment Agency ("Successor Agency"); and

The Redevelopment Dissolution Act (Health and Safety Code Section 34179) provides for the appointment of an Oversight Board with specific duties to approve certain actions of the Successor Agency and authorizes the Oversight Board to direct staff of a Successor Agency to perform work in furtherance of the Oversight Board's duties and responsibilities under the Act; and

The Oakland City Attorney's Office is unable to provide legal services to the Oversight Board because the City Attorney's Office has a conflict of interest due to its representation of the City of Oakland and the Successor Agency; and

In order to carry out the Oversight Board's duties and responsibilities under the Redevelopment Dissolution Act, it is necessary to retain separate legal counsel to advise the Oversight Board; and

Oversight Board desires to contract with Attorney, and Attorney desires to contract with Oversight Board for provision of professional services as further described herein, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. **Effective Date.** The effective date of this Agreement is September 27, 2016.
2. **Scope of Services.** Oversight Board engages Attorney to provide legal advice and

representation to Oversight Board regarding implementation of the Redevelopment Dissolution Act, including but not limited to advice regarding the powers and duties of the Oversight Board under the Act as well as compliance with the requirements of the Brown Act, Public Records Act and Political Reform Act.

3. **Compensation.** Attorney shall be compensated on hourly basis for services rendered under Section 2, at the rate of \$285 per hour. Attorney shall be reimbursed for actual and reasonable out-of-pocket expenses such as mileage, photocopy charges, and other costs related to this representation. Attorney may submit monthly statements for services rendered. Time will be billed in tenths of an hour (six-minute increments).

It is intended that payment to Attorney will be made by Oversight Board within thirty (30) days after receipt of each invoice, subject to such work being in compliance both with the scope of services as set forth in this Agreement and within any budget that may be established by the Oversight Board for said services.

4. **Confidential Communications and Information.** The Oversight Board is the client for purposes of confidential Attorney-client communications.

5. **Termination.** Oversight Board may terminate Attorney's employment at any time with or without cause by written notice. However, Oversight Board agrees to pay Attorney for all legal services rendered by Attorney up to the time of termination, plus all costs advanced and expenses incurred by Attorney in the course of representing Oversight Board.

6. **Standard of Performance.** Attorney represents to Oversight Board that the services shall be performed in an expeditious manner and with the degree of skill and care that is in conformance with generally accepted professional standards prevailing at the time the work is performed.

7. **Performance by Attorney.** Attorney shall not employ other Attorneys or contractors without the prior written approval of the Oversight Board. Unless otherwise expressly agreed by the Oversight Board, Attorney shall remain responsible for the quality and timeliness of performance of the services, notwithstanding any approved delegation hereunder.

8. **Ownership and Maintenance of Documents.** All documents furnished by Attorney

pursuant to this Agreement are instruments of Attorney's services with respect to this representation. They are not intended nor represented to be suitable for reuse by others for any other purpose. Any reuse without specific written verification and adoption by Attorney for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to Attorney, including Attorney's fees arising out of such unauthorized reuse. Attorney's records pertaining to work performed under this Agreement shall be given to Oversight Board upon request after completion of the work.

**9. Conflict of Interest.** Attorney shall avoid any conflict of interest in the performance of this Agreement. Attorney represents that the Attorney has no existing conflict of interest in representing Oversight Board and will not acquire any such interest, which could interfere with the performance of services required under this Agreement.

**10. Independent Contractor.** In assuming and performing the services, Attorney is an independent contractor not an employee of Oversight Board or Successor Agency. Attorney shall not be eligible for any benefits which the Oversight Board or Successor Agency may provide to its employees. Attorney shall have responsibility for and control over the means of providing services under this Agreement.

**11. Malpractice Insurance.** Attorney shall maintain a current policy of professional errors and omissions insurance in the minimum amount of one million dollars (\$1,000,000).

**12. Amendment.** This Agreement may be amended, modified, or changed by the parties subject to mutual consent by execution of a written amendment executed by authorized representatives of Oversight Board and Attorney.

**13. Compliance with Laws.** Attorney shall comply with all applicable Federal, State, and local laws, rules, and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

**14. Severability.** Each portion of this document is severable, so that if one portion is found to be legally invalid, the remaining portion shall remain in effect.

**15. Financial Records.** Records of Attorney's reimbursable expenses pertaining to this project covered by this Agreement will be made available to Oversight Board if and when required.

16. **Notices.** All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to the Oversight Board's address as shown below, or such other places as Oversight Board or Attorney may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or upon personal delivery.

To Oversight Board:

**Oakland Oversight Board  
c/o Sarah T. Schlenk  
Office of the City Administrator  
1 Frank H. Ogawa Plaza  
Oakland, CA 94612**

**510/238-3982 | [sschlenk@oaklandnet.com](mailto:sschlenk@oaklandnet.com);**

**With a copy to:  
Dan Rossi, City Attorney  
[DRossi@oaklandcityattorney.org](mailto:DRossi@oaklandcityattorney.org)**

To Attorney:

**Craig Labadie  
Law Offices of Craig Labadie  
50 Tara Road  
Orinda, CA 94563  
Phone: (925) 250-5424  
E-mail: [labadielaw@gmail.com](mailto:labadielaw@gmail.com)**

IN WITNESS WHEREOF, the parties have executed this Agreement in one or more duplicate originals as of the date and year first written above.

**ATTORNEY:** \_\_\_\_\_

**Craig Labadie, Legal Counsel**

**OAKLAND OVERSIGHT BOARD**

**By:** \_\_\_\_\_

\_\_\_\_\_, 2016

**VIA FACSIMILE TO 415-781-2635 or**  
**VIA ELECTRONIC MAIL TO Margaret.Morasca@sedgwicklaw.com**

Margaret Morasca  
Director of Administration  
**SEDGWICK LLP**  
333 Bush Street, 30th Floor  
San Francisco, CA 94104

**Re: Transfer of Sedgwick Files to Craig Labadie, Esq.  
at Law Offices of Craig Labadie**

Dear Ms. Morasca:

We understand that Laurie N. Gustafson will be leaving Sedgwick LLP (“Sedgwick”) on Wednesday, September 28, 2016. Upon Laurie’s departure from Sedgwick, we hereby direct the transfer of our files, including electronic files and documentation, which are in Sedgwick’s possession and control and which pertain to our matters described in the list of matters set out below, to:

Craig Labadie  
Law Offices of Craig Labadie  
50 Tara Road  
Orinda, CA 94563  
Phone: (925) 250-5424  
E-mail: [labadielaw@gmail.com](mailto:labadielaw@gmail.com)

We understand that invoices for legal services performed by Sedgwick on our behalf for work performed prior to the transfer may be forthcoming, and we agree to pay those invoices, along with all past due amounts, if any, promptly upon receipt thereof.

Further, we agree to allow Sedgwick full access to these files upon request for any proper business purpose. I will cause any attorney or other person holding these files for us to abide by this

Re: Transfer of Files to Craig Labadie, Esq.  
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undertaking as well, and to retain these files for a period of at least seven years from the date of this direction.

In addition, from and after the date of transfer, Sedgwick is expressly released from any and all further responsibility or obligation to perform any additional services in connection with these matters.

Very truly yours,

OAKLAND OVERSIGHT BOARD

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Signature of Client Representative

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[Print Client Representative Name]

List of Matters To Be Transferred:

Oakland Oversight Board – Advice & Counsel

Sedgwick File No. 12097-000001