

OAKLAND OVERSIGHT BOARD
RESOLUTION NO. 2012- ____

A RESOLUTION OF THE OAKLAND OVERSIGHT BOARD APPROVING AND AUTHORIZING THE OVERSIGHT BOARD TO ENTER INTO A FEE AGREEMENT FOR LEGAL SERVICES WITH THE LAW FIRM OF STEIN & LUBIN LLP

WHEREAS, the California state legislature enacted Assembly Bill 26, as recently 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 (the "City") 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, and at that time the Board requested the Successor Agency staff to inquire of other oversight boards as to their retention of legal counsel and to provide recommendations for legal counsel for the Oversight Board;

WHEREAS, at a public meeting on May 21, 2012, the Chair of the Oversight Board, Supervisor Keith Carson, Alameda County, directed the Successor Agency staff to develop a scope of services and/or criteria and to conduct an informal Request for Proposal process to identify potential legal counsel for the Board;

WHEREAS, at public meetings on June 4, 2012 and June 18, 2012, seven law firms provided oral presentations and answered questions from the Board;

WHEREAS, after considering the qualifications of the seven law firms, at a public meeting on August 6, 2012, the Board voted 4 to 3 to select Stein & Lubin LLP as legal counsel for the Board. (For the record, Board members Mayor Jean Quan, City of Oakland, Jeffrey Levin, City of Oakland and Frank Tucker, CEO Tucker Technology Inc. voted to appoint the Oakland-based law firm of Jarvis Fay Doporto & Gibson.); 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 a Fee Agreement for Legal Services with the law firm of Stein & Lubin LLP in the form attached hereto as Exhibit A.

ADOPTED, by the Board at a public meeting held in Oakland, California on Monday, August 20, 2012.

PASSED BY THE FOLLOWING VOTE:

AYES – CARSON, GERHARD, LEVIN, ORTIZ, QUAN, SMITH, TUCKER

Noes –

Absent –

Abstention -

ATTEST:

SECRETARY, OAKLAND OVERSIGHT BOARD

EXHIBIT A

[See attached letter]

STEIN & LUBIN LLP

ATTORNEYS

TRANSAMERICA PYRAMID 600 MONTGOMERY ST, 14TH FLR SAN FRANCISCO, CA 94111
TEL 415 981 0550 FAX 415 981 4343 WEB steinlubin.com

August 16, 2012

LAURIE N. GUSTAFSON
Direct Dial: (415) 955-5049
E-mail: lgustafson@steinlubin.com

Supervisor Keith Carson
Chairman
Oakland Oversight Board
1 Frank H. Ogawa Plaza
Oakland, CA 94612

Fee Agreement for Legal Services

Dear Chairman Carson:

This document (the "Agreement") is a written professional services agreement. Stein & Lubin LLP, a California limited liability partnership, will provide legal services to the Oakland Oversight Board (Created Pursuant to Health & Safety Code Section 34179) (the "Board") on the terms set forth below.

1. **Scope of Services.** The Board is hiring us to provide legal services in connection with the Board's obligations under Health & Safety Code Division 24, Part 1.85, Section 34170 et seq. This Agreement does not cover litigation services of any kind, whether in court, arbitration or administrative hearings. Separate arrangements must be agreed to for those services. If we agree to perform additional services for the Board outside the scope of the matter described herein, we will confirm the scope of any such new matter in writing (e.g., by letter or e-mail). This Agreement will govern all future services we perform for the Board with respect to any such new matter(s) identified in writing, unless we make a different agreement with the Board in writing.

2. **Retention of Firm.** By this Agreement, and as described above, the Board is retaining the law firm of Stein & Lubin LLP. Paula Crow and I will be the attorneys primarily responsible for the matter described herein. As we discussed, my normal hourly rate and that of my colleague, Paula Crow, is \$395. Notwithstanding our regular rate we have agree to provide our services to the Board at the rate of \$285 per hour. As we proceed with this matter, Paula and I, if appropriate, may delegate certain of our services to other attorneys or legal assistants within the firm.

3. **Board and City Duties.** The Board agrees to be truthful with us, to cooperate, to keep us informed of any relevant information or developments which may come to its attention and to abide by this Agreement. The Board agrees to cause our bills to be paid within thirty (30) days after they have been sent to the Board. The Board will assist us by providing information and documents necessary for the representation in the matter described herein.

4. **Disputes Subject to Mediation.** If a dispute arises out of or relating to any aspect of this Agreement or our representation of the Board, and if the dispute cannot be settled through negotiation, the Board and Stein & Lubin LLP (the "Parties") hereby agree to participate in a mediation through JAMS at its San Francisco, California office, before resorting to arbitration, litigation or any other dispute resolution process. The mediator shall be a retired judge. If the Parties cannot agree upon a mediator, then JAMS shall select a mediator for the Parties pursuant to its normal procedure for selecting a mediator when parties cannot agree upon a mediator.

5. **Disputes Subject to Arbitration.** The Parties hereby agree that any dispute between them regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, shall be submitted to binding arbitration through JAMS at its San Francisco, California office, upon the written request of either of the Parties. There will be a single arbitrator who shall be a retired judge. If the Parties cannot agree upon an arbitrator, then JAMS shall select an arbitrator for the Parties pursuant to its normal procedure for selecting an arbitrator when parties cannot agree upon an arbitrator. The Board understands and acknowledges that by agreeing to binding arbitration, it waives the right to submit the dispute for determination by a court and thereby also waives the right to a jury or court trial.

Notwithstanding the foregoing paragraph, in any dispute over attorneys' fees, charges, costs or expenses, the Board shall have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Sections 6200, *et seq.* Those procedures permit a trial after arbitration, unless the Parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of the Board's right to arbitrate, it does not elect to proceed under the State Bar fee arbitration procedures, any dispute over fees, charges, costs or expenses will be resolved by binding arbitration as provided in the paragraph above.

6. **Legal Fees and Billing Practices.** The Board agrees to pay us by the hour at our stated rates for time spent on the matter described herein by our personnel. Our current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. The Rate Schedule also provides for periodic increases. If the Board refuses to pay our fees after a rate increase, we will have the right to withdraw as the Board's attorneys.

We will charge the Board for all of the time we spend providing legal services to it under this Agreement, including, but not limited to, the following: conferences and meetings, legal research, correspondence and legal documents, telephone calls and emails. The legal personnel assigned to this matter will confer among themselves about the matter, as they consider appropriate. When they do confer, each person will charge for the time expended. We will charge for travel time, both local and out of town.

We make no promises or representations about the total amount of attorneys' fees to be incurred for our services under this Agreement.

7. **Costs and Other Charges.** We will incur various costs and expenses in performing legal services under this Agreement. The Board agrees to pay for those costs and expenses in addition to our hourly fees. The costs and expenses commonly include title company fees for title reports and guarantees, fees for computerized legal research, long distance telephone calls, messenger and other delivery fees, postage, travel expenses (such as air fare, meals and lodging) photocopying and other reproduction costs, clerical staff overtime when required to meet Board deadlines, and other similar items.

8. **Monthly Statements and Interest.** We will send the Board monthly statements as of the last day of every calendar month for fees and costs incurred and the current balance owed. Each statement will be due within thirty (30) days of its date. Thereafter, interest will be payable on the unpaid balance at the rate of ten percent (10%) per annum.

9. **Discharge and Withdrawal.** The Board may discharge us at any time by written notice which shall be effective when we receive it. We will provide no further services and advance no further costs on the Board's behalf after receipt of such a notice. We may withdraw with the Board's consent or without the Board's consent for good cause. Good cause includes the Board's breach of this Agreement, the Board's refusal to cooperate with us or to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical. Notwithstanding such discharge or withdrawal, the Board will remain obligated to pay us at the agreed rates for all services provided, and to reimburse us for all costs advanced, before the effective date of discharge or withdrawal.

10. **Document Retention Policy.** Upon the termination of our services under this Agreement, the Board will have the right to the return of all of its client papers and property maintained by our firm during our representation of the Board. Client papers and property includes correspondence, pleadings, deposition transcripts, exhibits, physical evidence and expert reports (but does not include the undisclosed work product of our attorneys). If the Board does not request the return of its client papers and property upon the termination of our services, we will maintain those records for a period of five years. Upon the expiration of five years, the Board hereby consents to our disposal of its client papers and property.

11. **Disclaimer of Guarantee and Estimates.** Nothing in this Agreement and nothing in our statements to the Board will be construed as a promise or guarantee about the outcome of its matter. We make no such promises or guarantees. Our comments about the outcome of this matter are expressions of opinion only. Any estimate of fees given by us shall not be a guarantee. Actual fees may vary from estimates given.

12. **Effective Date.** This Agreement will take effect when the Board has signed and returned this Agreement to us but its effective date will be retroactive to the date we first performed services for the Board. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, the Board will be obligated to pay us the reasonable value of any services we may have performed for the Board.

13. **California Law.** This Agreement is entered into in Oakland, California and shall be governed by California law. The Board agrees that any action brought to enforce the terms of this Agreement shall be brought in the Superior Court of California, City of Oakland, County of Alameda.

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and the City. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the Parties. This Agreement may be modified by subsequent agreement of the Parties only by an instrument in writing signed by each of them or an oral agreement to the extent that the Parties carry it out.

15. **Severability.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

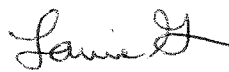
16. **Notices.** The following address and telephone numbers are those the Board has instructed us to use to contact it:

Name:	Keith Carson, Chairman Oakland Oversight Board
Address:	1 Frank H. Ogawa Plaza Oakland, CA 94612
Telephone Number:	_____
Email:	_____

If the Board changes its address or telephone numbers, it agrees to notify us in writing within seven (7) days of such change(s) of the new address and/or telephone number.

Dated: August 16, 2012

STEIN & LUBIN LLP

By: 

Laurie N. Gustafson

Keith Carson
August 16, 2012
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The undersigned has read and understands the terms of this Agreement and those set forth on the attached Rate Schedule and agrees to them, as of the date Stein & Lubin LLP first provided services. The Board shall receive a fully executed duplicate of this Agreement.

Dated: _____, 2012

OAKLAND OVERSIGHT BOARD
(Created Pursuant to Health and Safety Code
Section 34179)

By: _____
Keith Carson, Chairman

RATE SCHEDULE

A. IDENTIFICATION

Client: Oakland Oversight Board (Created Pursuant to Health & Safety Code
Section 34179)

Matter: General

B. SPECIAL HOURLY RATES FOR LEGAL PERSONNEL FOR OAKLAND OVERSIGHT BOARD

Partners: \$390 to \$630

Of-Counsel: \$285 to \$650

Associates: \$325 to \$360

Legal Assistants: \$110 to \$175

C. STANDARD CHARGES

We charge for our time in units of .10 hours.

D. COSTS AND EXPENSES

In-house photocopying \$.25/page

Facsimile \$.25/page

Mileage Standard mileage rate promulgated by the IRS

Clerical staff overtime when required to meet your deadlines will be charged at 1.5 times the base hourly rate or at the rates required by applicable law, whichever is greater.

We reserve the right to increase our in-house photocopying and facsimile charges. All other costs will be charged at our actual cost.

E. SUBJECT TO CHANGE

We normally increase our hourly rates annually as of November 1 and our invoices will reflect those increased rates should they occur. If you decline to pay any increased rates or charges, we will have the right to withdraw as your lawyers. However, in our representation of the Oakland Oversight Board we have agreed that our rates will not increase before November 1, 2013.