

**OVERSIGHT BOARD
CITY OF PACIFICA AS SUCCESSOR AGENCY
TO THE CITY OF PACIFICA REDEVELOPMENT AGENCY**

February 26, 2013 – 5:00 PM Meeting in the City Council Chambers – 2212 Beach Blvd – Pacifica, CA 94044
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www.cityofpacifica.org

For those wishing to address the Board on any Item on the Agenda or under Oral Communications, please complete a Speaker Card located at the rear of the Chambers and submit to a staff member as early in the meeting as possible.

AGENDA

1. Roll Call, Welcome and Introductions
2. Minutes: January 10, 2013
3. Consideration and possible approval of Recognized Obligation Payment Schedule (ROPS)
For the time period of July 1, 2013-December 31, 2013
Motion: Adopt Recognized Obligation Payment Schedule and direct staff to submit to the Department of Finance (DOF)
4. Consideration and possible extension of contract with Craig Labadie for legal services.
Recommendation: First Amendment to contract with Craig Labadie extending the term from March 26, 2013 to March 26, 2014 in an amount not to exceed \$30,000.
5. Correspondence:
None
6. Public Comments:
Note: Speakers are limited to three minutes, unless modified by the Chairperson. The Board cannot take action on any matter raised under this item.
7. Board Comments
8. Next meeting dates –
Items to discuss – Finding of Completion, Property Management Plan for parking lots and loan agreement with City of Pacifica.
9. Adjourn

The City of Pacifica will provide assistance for disabled citizens upon at least 24 hours advance notice to the City Manager's Office (650) 738-7301, or send request via email to: o'connellk@ci.pacificaca.us If you need sign language assistance or written material printed in a larger font or taped, advance notice is necessary. All meeting rooms are accessible to the disabled.

**OVERSIGHT BOARD
CITY OF PACIFICA AS SUCCESSOR AGENCY
TO THE CITY OF PACIFICA REDEVELOPMENT AGENCY**

**January 10, 2013 – 5:30 pm
MINUTES**

1. Roll Call

Present at the meeting were Dave Holland, Raymond Chow, Josie Peterson, Pete DeJarnatt and Steve Rhodes.

Excused: Penny Bennett and Mary Ann Nihart.

Staff present: Ann Ritzma, Administrative Services Director

Staff excused: Craig Labadie, Legal Counsel.

2. Minutes: January 3, 2013 were approved.

3. Due Diligence Review of All Other Funds Report. The report was made available to the public and was also available on the City's website and with the City Clerk for public review prior to the meeting. The public hearing was held on January 3, 2013. It was moved by Chow and seconded by Peterson and approved by the Board to adopt the resolution and submit the Due Diligence Review to the Department of Finance. There were no comments from the public.

4. Correspondence: None

5. Public Comment:

6. Board Comments: Next meeting the end of February for approval of ROPS IV

7. The Board adjourned at 5:35 pm

ROPS IV

11x17

Available @ meeting

OVERSIGHT BOARD RESOLUTION NO. 2013-2

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PACIFICA APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE OF THE SUCCESSOR AGENCY FOR THE PERIOD JULY 1, 2013 TO DECEMBER 31, 2013

WHEREAS, Section 34177(l)(2) of the Health and Safety Code requires the Successor Agency to the Redevelopment Agency of the City of Pacifica ("Successor Agency") to submit to the State Department of Finance ("DOF"), the State Controller, and the San Mateo County Auditor-Controller ("County Auditor") for review, a Recognized Obligation Payment Schedule for the period July 1, 2013 through December 31, 2013 ("ROPS") that has been reviewed and approved by the Oversight Board for the Successor Agency City of Pacifica ("Board"); and

WHEREAS, Section 34177(m) of the Health and Safety Code requires that the ROPS be submitted, after approval by the Board, no later than March 1, 2013; and

WHEREAS, Successor Agency staff have prepared the attached ROPS and submitted it to the Board for review and approval, and at the same time have provided a copy of the attached ROPS to the County Administrative Officer, the County Auditor and DOF, all as required pursuant to Health and Safety Code Section 34177(l)(2)(B).

NOW, THEREFORE, THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PACIFICA DOES RESOLVE AS FOLLOWS:

1. The Recognized Obligation Payment Schedule for the period July 1, 2013 through December 31, 2013, in the form attached to this resolution and incorporated herein by reference, is hereby approved.

2. The staff of the Successor Agency is hereby directed to submit the ROPS to DOF, the State Controller and the County Auditor and post the ROPS on the Successor Agency's website in accordance with Health and Safety Code Section 34177(l)(2)(C), and to cooperate with DOF to the extent necessary to obtain DOF's acceptance of the ROPS, including, if necessary, making modifications to the ROPS determined by the Successor Agency's Administrative Services Director to be reasonable and financially feasible to meet its legally required financial obligations.

PASSED AND ADOPTED at a regular meeting of the Oversight Board for the Successor Agency to the Redevelopment Agency of the City of Pacifica, California held on February 26, 2013, by the following vote of the members thereof:

AYES: Board Members -

NOES: Board Members -

ABSTAIN: Board Members -

ABSENT: Board Members -

Vice Chair, Penny Bennett

ATTEST:

Clerk of the Board

OVERSIGHT BOARD RESOLUTION NO. 2013-3

**A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY OF THE CITY OF PACIFICA FIRST
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH CRAIG
LABADIE, LEGAL COUNSEL**

WHEREAS, the Oversight Board entered into a contract with Craig Labadie for legal services on March 26, 2012 for a period of one year and

WHEREAS, the Oversight Board wishes to extended that agreement for an additional year from March 27, 2013 to March 26, 2014 in an amount not to exceed \$30,000; and

NOW, THEREFORE, THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PACIFICA DOES RESOLVE AS FOLLOWS:

That the First Amendment to the Agreement for Professional Services between the Successor Agency to the Redevelopment Agency of the City of Pacifica ("City") and Craig Labadie attached hereto as Exhibit "A" is hereby approved and the City and the Oversight Board is hereby authorized to execute any documents necessary for implementation.

PASSED AND ADOPTED at a regular meeting of the Oversight Board for the Successor Agency to the Redevelopment Agency of the City of Pacifica, California held on February 26, 2013, by the following vote of the members thereof:

AYES: Board Members -
NOES: Board Members -
ABSTAIN: Board Members -
ABSENT: Board Members –

Vice Chair, Penny Bennett

ATTEST:

Clerk of the Board

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PASSED AND ADOPTED at a regular meeting of the Oversight Board for the Successor Agency to the Redevelopment Agency of the City of Pacifica, California held on February 26, 2013, by the following vote of the members thereof:

AYES: Board Members -
NOES: Board Members -
ABSTAIN: Board Members -
ABSENT: Board Members -

Vice Chair, Penny Bennett

ATTEST:

Clerk of the Board

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of March 26, 2012, by and between the City of Pacifica, a municipal corporation, acting as the Successor Agency to the Redevelopment Agency of the City of Pacifica ("**CITY**"), organized and existing under the provisions of AB x1 26, enacted June 29, 2011 ("**Redevelopment Dissolution Act**"), and Craig Labadie, an attorney licensed to practice law in the State of California ("**ATTORNEY**").

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

City Attorney would provide legal services to the OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY CITY OF PACIFICA ("**OVERSIGHT BOARD**") as contemplated pursuant to the Redevelopment Dissolution Act as part of its staffing obligation, but because the City Attorney's Office has a conflict of interest due to its representation of CITY as the Successor Agency, CITY is obtaining the services of special counsel to serve as the legal advisor for the OVERSIGHT BOARD; and

CITY desires to contract with ATTORNEY and ATTORNEY desires to contract with CITY 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 March 26, 2012.
2. **Scope of Services.** CITY 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 in the performance of such powers and duties. ATTORNEY shall provide both GENERAL LEGAL SERVICES and CLIENT SPECIFIC LEGAL SERVICES, which are defined in Section 4.

3. **Compensation.** ATTORNEY shall be compensated on hourly basis for services rendered under Section 2, at the rate of \$215 per hour. Additional hourly rate for services are as follows: Partner Level Attorneys \$215; Associate Level Attorneys \$185; Law Clerks \$75; and Paralegals \$65.

ATTORNEY shall be reimbursed for actual and reasonable out-of-pocket expenses such as mileage, photocopy charges, research-related charges, filing fees, telephone charges, and other costs related to representation. ATTORNEY may submit monthly statements for services rendered. Time will be billed in tenths of an hour (six-minute increments). Travel time shall be charge and paid at fifty percent (50%) of the hourly billing rate.

GENERAL LEGAL SERVICES are those legal services that pertain to generally shared or common issues among San Mateo County Oversight Boards where ATTORNEY's research and advice will be generally applicable to all Oversight Boards ATTORNEY represents such as advice regarding the Brown Act, the Political Reform Act, Public Records Act, and general powers and duties of Oversight Boards. CLIENT SPECIFIC SERVICES are those legal services rendered specifically and exclusively to a particular Oversight Board at its direction such as appearing at Oversight Board to provide legal counsel during its meeting or researching and advising on an issue specifically pertaining to that Board.

Further, for GENERAL LEGAL SERVICES applicable to all OVERSIGHT BOARDS that ATTORNEY represents in San Mateo County, ATTORNEY shall divide the billing for such GENERAL LEGAL SERVICES equally among all OVERSIGHT BOARDS that ATTORNEY represents in San Mateo County. ATTORNEY shall separately bill each OVERSIGHT BOARD for work performed independently and at the direction of that particular OVERSIGHT BOARD. While the OVERSIGHT BOARD shall review the detailed bill of the ATTORNEY, CITY shall receive a summary bill of such services.

It is intended that payment to ATTORNEY will be made by CITY acting as the Successor Agency 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 the budget established by the CITY for said services.

Compensation to ATTORNEY under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000) for the period from March 26, 2012 through March 26, 2013.

4. **Confidential Communications and Information.** CITY acting as the Successor Agency is the contracting entity and the OVERSIGHT BOARD is the client for the purposes of confidential client communications. Confidential communications between the OVERSIGHT BOARD and ATTORNEY are not to be shared with CITY or CITY as the Successor Agency. All documents, communications or other information developed or received by or for ATTORNEY in performance of the Agreement are confidential and not to be disclosed to any person except as authorized by OVERSIGHT BOARD, or as required by law.

5. **Termination.** This Agreement shall terminate on March 26, 2013, unless CITY and ATTORNEY, with the consent of OVERSIGHT BOARD, agree to extend it prior to such date.

With the consent of the OVERSIGHT BOARD, CITY may terminate ATTORNEY's employment at any time with or without cause and with no notice. However, CITY 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 CITY. In the event of termination, ATTORNEY will promptly return CITY's papers and property to it.

6. **Standard of Performance.** ATTORNEY represents to CITY 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 work is performed.

7. **Performance by Attorney.** ATTORNEY shall not employ other attorneys or contractors without the prior written approval of the CITY. Unless otherwise expressly agreed by the CITY, ATTORNEY'S representative shall remain responsible

for the quality and timeliness of performance of the services, notwithstanding any permitted or approved delegation hereunder.

8. **Ownership and Maintenance of Documents.** All documents furnished by ATTORNEY pursuant to this AGREEMENT are instruments of ATTORNEY'S services in respect to any individual project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. 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 CITY at the 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 and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the AGREEMENT. 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 errors and omissions insurance at all times.

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 CITY and ATTORNEY and as consented to by the OVERSIGHT BOARD.

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 and/or CITY 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 CITY'S address as shown below, or such other places as CITY 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 CITY:

City of Pacifica
170 Santa Maria Avenue
Pacifica, CA 94044
Attention: Ann Ritzma
Telephone: 650-738-7402
Facsimile: 650-359-6038
Email: ritzmaa@ci.pacifica.ca.us

To ATTORNEY:

Craig Labadie
50 Tara Road
Orinda, CA 94563
Telephone: (925) 250-5424
Facsimile: (925) 253-0891
Email: labadielaw@gmail.com

[signatures to follow]

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

CITY:

CITY OF PACIFICA, as successor agency
to the Redevelopment Agency of the City
of Pacifica

By:

Name: Pete DeJarnatt

Title: Mayor

CONSENTED TO:

By:

Name: DAVID G. HOLLAND

Title: Chair, Oversight Board for
City of Pacifica