

Exhibit A

The Scope of Work

The Oversight Board is seeking proposals from qualified, licensed, and insured attorneys to provide legal counsel. The successful proposer shall be the legal advisor to the Oversight Board responsible for advising the Board on issues related to the Brown Act, Public Records Act, Political Reform Act and particularly the California Community Redevelopment Law and the dissolution provisions set forth in *HSC §§ 33500 et seq.*, particularly those function of the Oversight Board set forth in *HSC §§ 34179-34181*.

Legal Counsel will be expected to perform a range of legal duties which may include, but is not limited to the following:

- Be present at all Oversight Board Meetings, providing Brown Act and other legal advice, as necessary;
- Provide legal advice regarding Oversight Board member duties, responsibilities and obligations;
- Provide legal advice and consultation on issues and actions before the Oversight Board;
- Provide legal advice and consultation to the Oversight Board regarding its relationship to and role with the Successor Agency;
- Provide legal opinions as requested by the Oversight Board on matters related to the duties of the Board;
- Ensure that the agenda and all supporting documents comply with the provisions of the Brown Act; and
- Other duties as necessary within the scope of the Oversight Board.

Please note that the preceding is not intended to be an all-inclusive listing of all of the legal issues that the Oversight Board may retain the successful proposer to provide, but is intended to be a representative listing of prospective duties and tasks.

EXHIBIT B

AGREEMENT FOR LEGAL SERVICES BETWEEN THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF DESERT HOT SPRINGS AND

THIS AGREEMENT for legal services is made and entered into this ____ day of _____, 2012, ("Effective Date") by and between the Oversight Board for the Successor Agency to the Redevelopment Agency of the City of Desert Hot Springs ("Oversight Board") and _____ ("Contractor").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the Oversight Board the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the Oversight Board, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from Oversight Board of such desire of Oversight Board, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. Oversight Board hereby agrees to pay Contractor a fee set forth in Exhibit B, attached hereto and incorporated herein by reference, for all services under this Agreement. Oversight Board shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified in Exhibit B shall be the only payments from the Oversight Board to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to the Oversight Board in the manner specified herein (invoices will be paid upon completion of services and delivery of invoice to the Oversight Board). Except as specifically authorized by Oversight Board, Contractor shall not bill Oversight Board for duplicate services performed by more than one person.

Contractor and the Oversight Board acknowledge and agree that compensation paid by the Oversight Board to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees,