

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made and entered into on May 22, 2012, by and between the Oversight Board for the successor entity to the former Guadalupe Community Redevelopment Agency ("OVERSIGHT BOARD"), organized and existing under the provisions of Assembly Bill X1 26, enacted June 29, 2011 ("Redevelopment Dissolution Act"), and Robert Schultz, 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:

The City Attorney of the City of Guadalupe would ordinarily provide legal services to the OVERSIGHT BOARD as contemplated pursuant in the Redevelopment Dissolution Act as part of its staffing obligation, but because the City Attorney's Office may have a conflict of interest due to its representation of CITY as the Successor Entity, OVERSIGHT BOARD is obtaining the services of special counsel to serve as the legal advisor for 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 May 22, 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, and to provide legal research on behalf of the OVERSIGHT BOARD as requested.

**3. Compensation.** ATTORNEY shall be compensated on hourly basis for services rendered under Section 2, at the rate of \$150 per hour. 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 the hourly billing rate. 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, and with the direction of the OVERSIGHT BOARD.

**4. Confidential Communications and Information.** 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.** OVERSIGHT BOARD may terminate ATTORNEY's employment at any time with or without cause and with no 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. In the event of termination, ATTORNEY will promptly return OVERSIGHT BOARD's papers and property to it.

**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 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'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 OVERSIGHT BOARD 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 OVERSIGHT BOARD 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.** Pursuant to California Rule of Professional Conduct 3-410, ATTORNEY has informed the OVERSIGHT Board that ATTORNEY does not have professional liability insurance.

**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

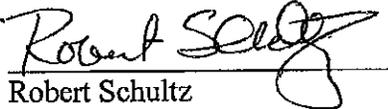
**13. Compliance with Laws.** ATTORNEY shall comply with all applicable Federal, State, and local laws, rules, and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

**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.

**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:**

  
Robert Schultz  
Special Counsel

**OVERSIGHT BOARD TO THE SUCCESSOR ENTITY  
TO THE FORMER GUADALUPE COMMUNITY REDEVELOPMENT AGENCY:**

  
Kegan Candelario

  
Oversight Board Chair, Virginia Ponce