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**AGREEMENT FOR SPECIALIZED LEGAL SERVICES  
(BOND COUNSEL SERVICES FOR SPECIAL PROJECTS - FISCAL YEAR 2019-20)**

THIS AGREEMENT (“Agreement”) is made and entered into this 4th day of June, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (“COUNTY”), and the law firm of Hawkins Delafield & Wood, LLP (“ATTORNEY”).

**WITNESSETH:**

WHEREAS, COUNTY may, from time to time, have the need to seek the advice of bond counsel for special projects in connection with municipal finance issues; and

WHEREAS, COUNTY wishes to engage the specialized legal services of bond counsel who is expert in legal matters concerning such issues; and

WHEREAS, ATTORNEY represents that it is specially trained and experienced, and that it possesses such expertise; and

WHEREAS, such specialized legal services are either not available or expected not to be available in COUNTY’s Office of the County Counsel.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein described, the parties hereto agree as follows:

1. Engagement of Attorney: COUNTY hereby engages ATTORNEY as an independent contractor through the services of the following key person(s): Arto C. Becker, Esq., Russell A. Miller, Esq., Brian Organ, Esq., and Diane K. Quan, Esq., partners of ATTORNEY; and such other partners of, and associate lawyers and staff members employed by, ATTORNEY as ATTORNEY deems necessary, and which COUNTY’s County Counsel (“County Counsel”), or his or her designee, approves pursuant to section 3 of this Agreement, except that the foregoing key persons may, from time to time, consult with such of ATTORNEY’s other lawyers on a “limited basis” (as defined below) as ATTORNEY reasonably deems prudent and necessary under the circumstances. It is understood that ATTORNEY may not replace any of the

1   aforementioned key persons named above without the prior, express, written approval of County  
2   Counsel, or his or her designee. In case of death, illness or other incapacity, or departure of any  
3   of the foregoing key persons, ATTORNEY shall provide a replacement of at least equal  
4   professional ability and experience as the key person replaced.

5           A.     Scope of Work: From time to time, County Counsel, or his or her  
6   designee, may request ATTORNEY to perform specialized legal services in connection with  
7   various municipal financing matters, each which is a “project,” or all of which also may be  
8   referred to collectively as “projects.” Such projects also may cover bond counsel services to  
9   COUNTY arising due to requests from outside agencies. Upon County Counsel’s, or his or her  
10  designee’s, written request to perform such services, and ATTORNEY’s written  
11  acknowledgment that ATTORNEY will provide such services, ATTORNEY shall perform such  
12  services pursuant to the terms and conditions of this Agreement. Notwithstanding the foregoing  
13  provisions of this subsection 1.A., in the event of exigent circumstances, County Counsel may  
14  make such request orally, and County Counsel and ATTORNEY shall within a reasonable time  
15  thereafter document such request for services and acknowledgment thereof.

16           B.     Authorization to Proceed With Work: For each project, ATTORNEY  
17  shall commence performance of services upon receiving authorization to proceed with work  
18  from the County Counsel, or his or her designee.

19           2.     Performance by Attorney: ATTORNEY agrees to timely perform all services  
20  provided under this Agreement. ATTORNEY agrees to avoid unnecessary duplicative efforts on  
21  the part of ATTORNEY and ATTORNEY’s partners, associate lawyers, and staff members in  
22  ATTORNEY’s performance of services for COUNTY under this Agreement.

23           COUNTY shall not be obligated to compensate ATTORNEY for intra-office conferences  
24  between or among ATTORNEY’s partners, associate lawyers, and staff members, unless such  
25  intra-office conferences promote efficiency in the performance of ATTORNEY’s work on a  
26  matter, or a reduction in the cost of compensation paid or reimbursement made for related,  
27  reasonable and necessary, out-of-pocket expenses to ATTORNEY, or both.

1 In the performance of the tasks identified in section 1 under this Agreement,  
 2 ATTORNEY shall provide only those services which are necessary to carry out such tasks in an  
 3 efficient and effective manner.

4 ATTORNEY shall provide lawyers who possess the following qualities and skills:

5 A. the lawyer possesses a high level of professional ethics and personal  
 6 integrity, and exercises good judgment;

7 B. the lawyer has experience and expertise in the particular municipal  
 8 finance matter for which he or she is providing services;

9 C. the lawyer has exceptional technical legal skills;

10 D. the lawyer vigorously represents COUNTY so that COUNTY's  
 11 best interests are served;

12 E. the lawyer efficiently and timely completes assigned tasks;

13 F. the lawyer is reasonably available when County Counsel, or his or her  
 14 designee, needs to consult with the lawyer on short notice;

15 G. the lawyer anticipates potential problems and advises County Counsel  
 16 regarding same;

17 H. the lawyer explains complex municipal finance concepts to County  
 18 Counsel, or his or her designee, so that County Counsel, or his or her designee, has a clear and  
 19 complete understanding of the relevant issues and facts of a matter; and

20 I. the lawyer cooperates with County Counsel, or his or her designee, and  
 21 other members of the financing team, including amicably resolving disputes, if any, among  
 22 financing team members to the satisfaction of County Counsel, or his or her designee.

23 3. Compensation of ATTORNEY: COUNTY shall be obligated to compensate  
 24 ATTORNEY pursuant to the terms and conditions of this Agreement only for the performance  
 25 of those tasks, to the reasonable satisfaction of COUNTY, which are related to the subject matter  
 26 of this Agreement. It is understood that COUNTY shall **not** be obligated to compensate  
 27 ATTORNEY for any work, services, or functions performed by ATTORNEY: (i) in seeking to

1 obtain COUNTY’s business or negotiating with COUNTY to enter into this Agreement or (ii)  
 2 in providing COUNTY with documentation, explanations, or justifications concerning the  
 3 adequacy or accuracy of its invoices for the performance of services under this Agreement and  
 4 resolving same to the reasonable satisfaction of COUNTY.

5 COUNTY agrees to pay and ATTORNEY agrees to accept as full compensation for  
 6 performance of tasks under this Agreement the following sum per hour per person:

7 Partners:

8	Arto C. Becker, Esq.	\$550
9	Russell A. Miller, Esq.	\$550
10	Diane K. Quan, Esq.	\$520
11	Brian Organ, Esq.	\$400

12 Associates: \$315

13 The foregoing lawyers may, from time to time, consult with such of ATTORNEY’s other  
 14 lawyers on a “limited basis” as ATTORNEY reasonably deems prudent and necessary under the  
 15 circumstances, and ATTORNEY may also, upon the written approval of County Counsel, or his  
 16 or her designee, provide additional partners of, or associate lawyers employed by its firm to  
 17 perform significant services under this Agreement, provided that such additional persons who  
 18 are consulted or who provide significant services are compensated by COUNTY for performance  
 19 of tasks under this Agreement at a rate not to exceed each such person’s customary billing rate  
 20 per hour for local governmental entities. Notwithstanding anything stated to the contrary in this  
 21 section, the term “limited basis” means fifteen (15) hours or less worked by ATTORNEY’s  
 22 lawyers, collectively, other than the lawyers identified above, per month or fraction thereof.

23 County Counsel, or his or her designee, on behalf of COUNTY, and ATTORNEY, may  
 24 agree to a fixed rate of compensation, and related, reasonable and necessary out-of-pocket  
 25 expenses, payable to ATTORNEY for ATTORNEY’s performance of any arbitrage rebate and  
 26 yield restriction compliance services pursuant to the terms and conditions of this Agreement.

27 In addition, ATTORNEY shall be reimbursed for reasonable, and necessary out-of-

1 pocket expenses, as follows: telephone charges, telephonic facsimile transmission charges,  
2 computer research charges, filing fees, courier charges, postage charges, printing and  
3 photographic reproduction expenses, in-State travel, and all such directly-related expenses.

4 It is understood that ATTORNEY shall not be reimbursed for its secretarial or clerical  
5 services (including overtime hours worked), or normal office operating expenses, with the  
6 exception of those charges and expenses stated in the immediately preceding paragraph of this  
7 Agreement. In addition, ATTORNEY shall not be reimbursed for such services performed or  
8 expenses incurred, regardless of whether such tasks are performed or expenses are incurred by  
9 ATTORNEY's partners, associate lawyers, or anyone else. Under no circumstances shall  
10 COUNTY compensate ATTORNEY for secretarial or clerical work performed by paralegals.  
11 Furthermore, COUNTY shall not compensate ATTORNEY for work performed by paralegals  
12 where such work ordinarily is performed by licensed attorneys, including legal research and legal  
13 document drafting.

14 4. Payment and Record-keeping: Subject to section 3 of this Agreement, payment  
15 of compensation for the services provided under this Agreement and reimbursement for related,  
16 reasonable and necessary out-of-pocket expenses incurred shall be made by COUNTY after  
17 submission of an itemized invoice by ATTORNEY to the County Counsel, which invoice may  
18 be submitted in the month following the month in which such services were rendered or expenses  
19 incurred, or from time to time as such invoice is requested by County Counsel or his or her  
20 designee. All payments of compensation and reimbursement for related, reasonable and  
21 necessary out-of-pocket expenses incurred shall be made by COUNTY no later than forty-five  
22 (45) days following the date that COUNTY receives a properly completed invoice requesting  
23 the payment for such services rendered and expenses incurred.

24 All such invoices shall reflect accurately the tasks performed by ATTORNEY under this  
25 Agreement. In addition, all such invoices shall have sufficient detail as may be required by  
26 COUNTY's Auditor-Controller/Treasurer-Tax Collector, including, but not limited to:

27 A. The specific nature of each task performed as services under this

1 Agreement;

2 B. The name of the person performing each such task;

3 C. The number of hours worked by each such person for each such task;

4 D. The hourly rate per each such person performing each such task; and

5 E. The related, reasonable and necessary, out-of-pocket expenses incurred,

6 as provided for in section 3 of this Agreement.

7 In addition to the requirements of this section 4 of this Agreement, each invoice shall set  
8 forth a summary of hours worked by each partner and associate lawyer, and paralegal for the  
9 applicable billing period. Furthermore, each such invoice shall set forth the product of such  
10 summary of hours worked by each person multiplied by such person's billing rate, as set forth  
11 herein (*e.g.*, Mr. Becker's's total hours worked = 10 hours; Mr. Becker's hourly billing rate is  
12 \$550; 10 hours x Mr. Becker's billing rate of \$550 per hour = \$5,500).

13 In preparing invoices, ATTORNEY shall segregate each task performed on a daily basis.  
14 If requested by County Counsel, or his or her designee, ATTORNEY shall segregate work  
15 performed and related, reasonable and necessary, out-of-pocket expenses incurred on the basis  
16 of each project. ATTORNEY shall not combine unrelated tasks as a single entry in lieu of setting  
17 forth the hours of work performed by a partner, associate lawyer, or paralegal on each specific  
18 task.

19 ATTORNEY shall prepare its invoices in an organized manner that facilitates an efficient  
20 review of the services performed and the expenses incurred in order to provide COUNTY with  
21 a clear and complete understanding of how much time was devoted to specific tasks and projects,  
22 and the associated cost.

23 ATTORNEY shall keep complete records of the services provided, as described in this  
24 section 4 of this Agreement, together with all related reasonable and necessary, out-of-pocket  
25 expenses applicable to the work provided under this Agreement. COUNTY's Auditor-  
26 Controller/Treasurer-Tax Collector, or his or her duly authorized representatives, shall be given  
27 reasonable access to all of these records for the purposes of audit of this Agreement.

1 In addition, ATTORNEY shall be subject to the examination and audit of such records  
2 by the Auditor General for a period of three (3) years after final payment under this Agreement  
3 (Gov. Code, § 8546.7).

4 5. Term of Agreement: This Agreement shall be effective as of July 1, 2019. At any  
5 time during the period of July 1, 2019, through and including June 30, 2020, the County Counsel,  
6 or his or her designee, may authorize ATTORNEY to perform any work under section 1 of this  
7 Agreement, and ATTORNEY's performance of such work may occur during such period, or  
8 may occur any time after June 30, 2020.

9 Either party may terminate this Agreement at any time, either in whole or in part.  
10 However, if ATTORNEY elects to terminate this Agreement, COUNTY's rights under any  
11 pending matter which may arise from ATTORNEY's services hereunder shall not be prejudiced  
12 due to such termination as required by the Rules of Professional Conduct of the State Bar of  
13 California. Subject to section 3 of this Agreement, ATTORNEY shall be paid for all services  
14 performed to the date of termination of this Agreement, which are done to the reasonable  
15 satisfaction of COUNTY.

16 6. Independent Contractor: In performance of the work, duties and obligations  
17 assumed by ATTORNEY under this Agreement, it is mutually understood and agreed that  
18 ATTORNEY, including any and all of ATTORNEY's officers, agents, and employees will at all  
19 times be acting and performing as an independent contractor, and shall act in an independent  
20 capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of  
21 COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the  
22 manner or method by which ATTORNEY shall perform its obligations under this Agreement.  
23 However, COUNTY shall retain the right to administer this Agreement so as to verify that  
24 ATTORNEY is performing its obligations in accordance with the terms and conditions hereof.  
25 ATTORNEY and COUNTY shall comply with all applicable provisions of law and the rules and  
26 regulations, if any, of governmental authorities having jurisdiction over matters of the subject  
27 hereof.

1           Because of its status as an independent contractor, ATTORNEY shall have absolutely no  
2 right to employment rights and benefits available to COUNTY employees. ATTORNEY shall  
3 be solely liable and responsible for providing to, or on behalf of, its employees all legally-  
4 required employee benefits. In addition, ATTORNEY shall be solely responsible and save  
5 COUNTY harmless from all matters related to payment of ATTORNEY's employees, including  
6 compliance with social security, withholding, and all other regulations governing such matters.  
7 It is acknowledged that during the term of this Agreement, ATTORNEY may be providing  
8 services to others unrelated to COUNTY or to this Agreement.

9           7.     Hold Harmless: ATTORNEY shall hold COUNTY, its officers, agents, and  
10 employees harmless and indemnify and defend COUNTY, its officers, agents, and employees  
11 against payment of any and all costs and expenses (including attorney's fees and court cost),  
12 claims, suits, losses, damages, and liability arising from or arising out of any actual or alleged  
13 negligent or wrongful acts or omissions of ATTORNEY, including its partners, officers, agents,  
14 and employees, in performing or failing to perform the services provided herein. COUNTY's  
15 receipt of any insurance certificates required herein does not in any way relieve the ATTORNEY  
16 from its obligations under this section 7 of this Agreement.

17           The provisions of this section 7 shall survive the termination of this Agreement.

18           8.     Insurance: Without limiting COUNTY's rights under section 7 of this  
19 Agreement, or against any third parties, ATTORNEY, at its sole expense, shall maintain in full  
20 force and effect the following insurance policies throughout the entire term of this Agreement:

21           A.     A policy of professional liability insurance with limits of coverage of not  
22 less than Ten Million and No/100 Dollars (\$10,000,000.00) per covered event;

23           B.     A policy of comprehensive general liability insurance with limits of  
24 coverage of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence. The  
25 policy of comprehensive general liability shall be written on a per occurrence basis. (Such  
26 insurance shall include automobile insurance coverage, provided however, if ATTORNEY  
27 maintains comprehensive general liability insurance that does not cover a loss in connection with

1 an automobile, ATTORNEY shall also obtain and maintain automobile liability insurance  
 2 coverage with limits of coverage of not less than One Hundred Thousand and No/100 Dollars  
 3 (\$100,000.00) per person and Three Hundred Thousand and No/100 Dollars (\$300,000.00) per  
 4 occurrence and shall be written to cover all vehicles or owned and non-owned vehicles); and

5 C. A policy of workers compensation insurance as is required by the  
 6 California Labor Code, providing full statutory coverage.

7 All such insurance policies shall be issued by insurers who have at least have an A.M.  
 8 Best rating of A, FSC, VII (except for the Professional Liability Insurance policy, which shall  
 9 be issued by an insurer who has at least a Standard & Poor's and Fitch's rating of AA- because  
 10 the specialized carrier is fulfilling a need in a specialty market) and shall be acceptable to  
 11 COUNTY's Department of Human Resources, Risk Management Division. In addition, the  
 12 comprehensive general liability insurance policy (and, the automobile liability insurance policy,  
 13 if such policy is at any time maintained separately from the comprehensive general liability  
 14 insurance policy) shall name COUNTY, its officers, agents, and employees, individually and  
 15 collectively, as additional insureds, but only insofar as the operations under this Agreement are  
 16 concerned. Such coverage for additional insureds shall apply as primary insurance and any other  
 17 insurance, or self-insurance, maintained by COUNTY, its officers, agents, and employees, shall  
 18 be excess only and not contributing with such insurance provided under ATTORNEY's policies  
 19 herein. This insurance shall not be canceled, reduced, or changed without a minimum of thirty  
 20 (30) calendar days advance, written notice given to County Counsel (at the address for notices  
 21 to County Counsel provided herein) and to COUNTY's Department of Human Resources, Risk  
 22 Management Division, at the following address:

23 Department of Human Resources  
 24 Risk Management Division  
 25 COUNTY OF FRESNO  
 26 2220 Tulare Street, 16th Floor  
 27 Fresno, CA 93721

26 ATTORNEY shall provide to County Counsel a certificate of insurance for all the  
 27 foregoing policies and an endorsement to ATTORNEY's comprehensive general liability

1 insurance policy (and, to ATTORNEY's automobile liability insurance policy, if such policy is  
 2 at any time maintained separately from the comprehensive general liability insurance policy)  
 3 naming COUNTY as an additional insured, as stated above, which are acceptable to COUNTY's  
 4 Department of Human Resources, Risk Management Division, evidencing proof of such  
 5 insurance coverages required herein prior to performing any services under this Agreement.

6 In addition to its obligations set forth above, ATTORNEY agrees that it shall maintain,  
 7 at its sole expense, in full force and effect for a period of three (3) years following the termination  
 8 of this Agreement a policy of professional liability insurance with limits of coverage of not less  
 9 than Ten Million and No/100 Dollars (\$10,000,000.00) per covered event; provided, however,  
 10 in the event that ATTORNEY does not maintain such policy of insurance for such entire three  
 11 (3) year period, ATTORNEY shall maintain, at its sole expense, in full force and effect extended  
 12 claims reporting coverage insurance in lieu thereof in the amount of not less than Ten Million  
 13 and No/100 Dollars (\$10,000,000.00).

14 If either the professional liability or comprehensive general liability insurance policies  
 15 (or, the automobile liability insurance policy, if such policy is at any time maintained separately  
 16 from the comprehensive general liability insurance policy) required to be maintained pursuant  
 17 to this section 8 of this Agreement, or both (or all of them, as the case may be), have a self-  
 18 insured retention, such self-insured retentions shall be funded by ATTORNEY and approved by  
 19 COUNTY's Department of Human Resources, Risk Management Division.

20 The provisions of this section 8 shall survive the termination of this Agreement.

21 9. Agreement is Binding Upon Successors: This Agreement shall be binding upon  
 22 COUNTY and ATTORNEY and their respective successors, executors, administrators, legal  
 23 representatives, and assigns with respect to all the covenants and conditions set forth herein.

24 10. Assignment and Subcontracting: Notwithstanding anything stated to the contrary  
 25 in section 9 of this Agreement, neither party hereto shall assign, transfer, or sub-contract this  
 26 Agreement nor its rights or duties hereunder without the written consent of the other.

27 11. Amendments: This Agreement may only be amended in writing signed by the

1 parties hereto.

2 12. Conflict of Interest: ATTORNEY promises, covenants, and warrants that, after  
 3 having performed a reasonable investigation, the performance of its services and representation  
 4 to COUNTY under this Agreement do not result in a “conflict of interest” as that term is used in  
 5 the Rules of Professional Conduct of the State Bar of California. In the event a “conflict of  
 6 interest” occurs, ATTORNEY will request COUNTY’s Board of Supervisors to waive such  
 7 “conflict of interest” on a case-by-case basis.

8 13. Further Assurances by ATTORNEY: ATTORNEY represents that it has read and  
 9 is familiar with Government Code §§ 1090 et seq. and §§ 87100 et seq. ATTORNEY promises,  
 10 covenants, and warrants that, after having performed a reasonable investigation, the performance  
 11 of its services under this Agreement shall not result in or cause a violation by it of Government  
 12 Code §§ 1090 et seq. and §§ 87100 et seq.

13 14. Compliance With Laws: ATTORNEY shall comply with all federal, state, and  
 14 local laws and regulations applicable to the performance of its obligations under this Agreement.

15 15. Notices: The persons and their addresses having authority to give and receive  
 16 notices under this Agreement include the following:

<u>COUNTY</u>	<u>ATTORNEY</u>
County Counsel	Arto C. Becker
COUNTY OF FRESNO	Hawkins Delafield & Wood, LLP
2220 Tulare Street,	3333 South Grand Avenue
5th Floor	Suite 3650
Fresno, CA 93721	Los Angeles, CA 90071

21 Any and all notices between COUNTY and ATTORNEY provided for or permitted  
 22 under this Agreement must be in writing and delivered either by personal service, by first-class  
 23 United States mail, or by an overnight commercial courier service. A notice delivered by  
 24 personal service is effective upon service to the recipient. A notice delivered by first-class  
 25 United States mail is effective three (3) COUNTY business days after deposit in the United  
 26 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight  
 27 commercial courier service is effective one (1) COUNTY business day after deposit with the

1 overnight commercial courier service, delivery fees prepaid, with delivery instructions given  
2 for next day delivery, addressed to the recipient. For all claims arising out of or related to this  
3 Agreement, nothing in this section establishes, waives, or modifies any claims presentation  
4 requirements or procedures provided by law, including but not limited to the Government  
5 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

6 16. Venue and Governing Law: The parties agree that, for purposes of venue,  
7 performance under this Agreement is to be in Fresno County, California. The rights and  
8 obligations of the parties and all interpretations and performance of this Agreement shall be  
9 governed in all respects by the laws of the State of California.

10 17. Disclosure of Self-Dealing Transactions: This provision is only applicable if  
11 ATTORNEY is operating as a corporation (a for-profit or non-profit corporation) or if during  
12 the term of this Agreement, ATTORNEY changes its status to operate as a corporation.

13 Members of ATTORNEY's Board of Directors shall disclose any self-dealing  
14 transactions that they are a party to while ATTORNEY is providing goods or performing  
15 services under this Agreement. A self-dealing transaction shall mean a transaction to which the  
16 ATTORNEY is a party and in which one or more of its directors has a material financial interest.  
17 Members of the Board of Directors shall disclose any self-dealing transactions that they are a  
18 party to by completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit A) and  
19 submitting it to COUNTY prior to commencing with the self-dealing transaction or immediately  
20 thereafter.

21 18. Entire Agreement: This Agreement constitutes the entire agreement between  
22 COUNTY and ATTORNEY with respect to the specialized legal services to be provided herein  
23 and supersedes any previous agreement concerning the subject matter hereof, negotiations,  
24 proposals, commitments, writings, or understandings of any nature whatsoever unless expressly  
25 included in this Agreement.

26 If any part of this Agreement is found to violate any law or is found to be otherwise  
27 legally defective, ATTORNEY and COUNTY shall use their best efforts to replace that part of

1 this Agreement with legal terms and conditions most readily approximating the original intent  
2 of the parties.

3       19.    Counterparts: This Agreement may be executed in one or more counterparts, each  
4 of which when executed shall be deemed to be an original, and such counterparts shall together  
5 constitute one and the same instrument.

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[SIGNATURE PAGE FOLLOWS]

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
2 executed as of the day and year first above written.

3 HAWKINS DELAFIELD & WOOD, LLP

COUNTY OF FRESNO

4 By Arto C. Becker  
5 Arto C. Becker  
6 Partner

By Nathan Magsig  
Nathan Magsig, Chairman of the  
Board of Supervisors of the  
County of Fresno

8 ATTEST:

9 BERNICE E. SEIDEL  
10 Clerk of the Board of Supervisors  
County of Fresno, State of California

11 By Susan Bishop  
12 Deputy

13 ORG: 0710  
14 FUND: 0001  
ACCOUNT: 7295  
15 SUBCLASS: 10000

16  
17 Special Projects Agreement FY ~~2018-19~~  
2019-20

## EXHIBIT A

### SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (“County”), members of a contractor’s board of directors (“County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest”*

The definition above will be utilized for purposes of completing this disclosure form.

#### INSTRUCTIONS

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	