



1 Agreement, except that the foregoing key persons may, from time to time, consult with  
2 such of ATTORNEY's other lawyers on a "limited basis" (as defined below) as  
3 ATTORNEY reasonably deems prudent and necessary under the circumstances.  
4 ATTORNEY may not replace any of the aforementioned key persons named above  
5 without the prior, express, written approval of County Counsel, or their designee. In  
6 case of death, illness or other incapacity, or departure of any of the foregoing key  
7 persons, ATTORNEY shall provide a replacement of at least equal professional ability  
8 and experience as the key person replaced.

9           A.     Scope of Bond Counsel Services: In its capacity as bond counsel,  
10 ATTORNEY shall provide the following professional legal services in order to assist  
11 COUNTY in selling and issuing TRANS:

12                     (1)     Legal review of the financing structure of the TRAN  
13 Financing Plan.

14                     (2)     Consultation with COUNTY officials, County Counsel, or  
15 their designee, lawyers in ATTORNEY's firm who are acting in their capacity as  
16 COUNTY's disclosure counsel ("Disclosure Counsel"), and the municipal financial  
17 advisor selected by COUNTY, concerning the timing, terms, and structure of the TRAN  
18 Financing Plan.

19                     (3)     Preparation and review of, and advise COUNTY in  
20 connection with, any and all documents, agreements, resolutions, instruments and  
21 certificates to be used for the sale and issuance of the TRANS for the TRAN Financing  
22 Plan including, but not limited to, the paying agent or fiscal agent agreement or  
23 certificate (if used), the TRANS, the resolution(s) of COUNTY's Board of Supervisors  
24 (collectively, "COUNTY Board Resolution") authorizing the sale and issuance of the  
25 TRANS under the TRAN Financing Plan, setting forth the terms and conditions of the  
26 notes, their form, date, denominations, and maturities, and providing for the  
27 establishment of a fund as security for the notes to ensure compliance with applicable

1 laws and regulations, the tax certificate, insurance policies, and credit or liquidity  
 2 facilities.

3 (4) Review, and advise COUNTY in connection with, the  
 4 Preliminary Official Statement and the Official Statement for the TRAN Financing Plan,  
 5 prepared by Disclosure Counsel, describing the sale and issuance of the TRANS, and  
 6 other related documents, agreement, resolutions, instruments and certificates.

7 (5) Review, and advise COUNTY in connection with, any and  
 8 all documents, resolutions, instruments and certificates to be executed by COUNTY at  
 9 the closing of the TRAN Financing Plan, which are necessary for COUNTY to comply  
 10 with the continuing disclosure requirements under Securities and Exchange  
 11 Commission Rule 15c2-12, including, but not limited to the amendments thereto  
 12 (collectively, "SEC Continuing Disclosure Certificate").

13 (6) If a negotiated sale is used for the TRAN Financing Plan,  
 14 review, and advise COUNTY in connection with, the note purchase contract with the  
 15 underwriter ("Contract of Purchase") prepared by Disclosure Counsel for the TRAN  
 16 Financing Plan, and other related documents, agreements, resolutions, instruments and  
 17 certificates.

18 (7) If a competitive sale is used for the TRAN Financing Plan,  
 19 review, and advise COUNTY in connection with:

20 (a) the Official Notice of Sale of the TRANS and Bid Form  
 21 prepared by bond counsel;

22 (b) the notice of intention to sell securities, prepared by  
 23 bond counsel, to be published in a publication selected by COUNTY's Auditor-  
 24 Controller/Treasurer-Tax Collector, as provided by Government Code § 53692;

25 (c) the bids submitted for the purchase of the TRANS;

26 and

27 (d) other related documents, agreements, resolutions,

1 instruments and certificates;

2 (8) Provide comment to underwriter’s counsel, if such counsel  
 3 is employed by an underwriter, and to Disclosure Counsel, concerning any and all  
 4 documents, agreements, instruments and resolutions referred to herein which are  
 5 prepared by Disclosure Counsel.

6 (9) As to those documents, agreements, resolutions,  
 7 instruments and certificates prepared by bond counsel, distribute necessary drafts and  
 8 revisions of same, receive comments from members of the financing team for the TRAN  
 9 Financing Plan and from other parties for such financing plan, and resolve same to the  
 10 satisfaction of County Counsel or their designee.

11 (10) Examination of proofs of the notes for the TRANS.

12 (11) Draft all closing documents, instruments and certificates in  
 13 connection with the TRAN Financing Plan.

14 (12) Render written unqualified opinions relating to the TRAN  
 15 Financing Plan, which shall be acceptable to County Counsel, or their designee, in form  
 16 and substance, to the following effect:

17 (a) that the TRANS have been duly authorized and  
 18 issued and constitute legally valid and binding obligations of COUNTY, enforceable in  
 19 accordance with their terms;

20 (b) that the TRANS and interest thereon are payable  
 21 solely from the taxes, income, revenues, cash receipts and other monies received by  
 22 COUNTY for its general fund for fiscal year ending June 30, 2024 (“Source of Payment  
 23 of the TRANS and Interest Thereon”);

24 (c) that the Source of Payment of the TRANS and  
 25 Interest Thereon is lawfully available for the payment thereof;

26 (d) if COUNTY determines to issue the TRANS on a tax-  
 27 exempt basis, that the interest on the TRANS is excluded from “gross income” for federal

1 income tax purposes under Section 103 of the Internal Revenue Code of 1986;

2 (e) if COUNTY determines to issue the TRANS on a tax-  
3 exempt basis, that the interest on the TRANS is excluded from personal income taxes  
4 of the State of California;

5 (f) that the Official Statement, to the extent that the  
6 statements contained therein purport to summarize the provisions of the TRANS, the  
7 COUNTY Board Resolution, and the governing law related thereto, is accurate and  
8 complete in all material respects;

9 (g) that, based upon the information developed and  
10 received in the provision of its services herein, no information has come to the attention  
11 of bond counsel which would cause bond counsel to believe that the Official Statement,  
12 as of the date of the Official Statement and as of the closing of the TRANS Financing  
13 Plan, contains any untrue statements of material fact or omits to state any material fact  
14 required to be stated therein or necessary to make the statements therein, in light of the  
15 circumstances under which they were made, not misleading; and

16 (h) if a paying agent or fiscal agent agreement or  
17 certificate is used, that the paying agent or fiscal agent agreement or certificate has  
18 been duly authorized, executed and delivered by COUNTY, and constitutes a legally  
19 valid and binding obligation of COUNTY, enforceable against COUNTY in accordance  
20 with its terms.

21 All such opinions shall be addressed in a letter to COUNTY's Board  
22 of Supervisors (which letter shall expressly state that COUNTY's Board of Supervisors  
23 is the ATTORNEY's client), and be provided at the time of the delivery of and receipt  
24 for payment of the TRANS. Any and all such opinions shall also be addressed to the  
25 underwriter (if requested by the underwriter), as a reliance opinion, as hereinafter  
26 provided, and be provided at the time of the delivery of and receipt for payment of the  
27 TRANS.

1 If ATTORNEY provides a written opinion to any third party (e.g., an  
2 underwriter) whereby the third party is allowed to rely upon any opinion given by  
3 ATTORNEY to COUNTY under this Agreement (a “reliance opinion”), such reliance  
4 opinion shall (i) be provided in a letter, separate from the opinions given by ATTORNEY  
5 to COUNTY herein, and (ii) expressly state substantially to the effect that no attorney-  
6 client relationship exists or is created by reason of giving such opinion.

7 (13) Comment and advise COUNTY on issues that arise in the  
8 course of the implementation of the TRAN Financing Plan.

9 (14) Attend meetings with either COUNTY staff, COUNTY Debt  
10 Advisory Committee, or the Board of Supervisors, or all of them, upon request by the  
11 County Counsel, or their designee.

12 (15) Attend meetings with rating agencies and COUNTY’s  
13 municipal financial advisor, upon request by County Counsel, or their designee.

14 (16) Handle closing and post-closing issues in connection with  
15 the TRAN Financing Plan, and distribute any and all documents, agreements,  
16 resolutions, instruments and certificates to appropriate persons or organizations.

17 (17) Perform such other similar services as County Counsel, or  
18 their designee, may request.

19 B. Scope of Disclosure Counsel Services: In its capacity as  
20 disclosure counsel, ATTORNEY shall provide the following professional legal services  
21 in order to assist COUNTY in selling and issuing the TRANS:

22 (1) Consultation with COUNTY officials, County Counsel, or  
23 their designee, lawyers in ATTORNEY’s firm who are acting in their capacity as  
24 COUNTY’s bond counsel (“Bond Counsel”), and the municipal financial advisor selected  
25 by COUNTY, concerning the timing, terms, and structure of the TRAN Financing Plan.

26 (2) Review of, and advise COUNTY in connection with, any and  
27 all documents, agreements, resolutions, instruments and certificates to be used for the

1 sale and issuance of the TRANS for the TRAN Financing Plan including, but not limited  
2 to, the paying agent or fiscal agent agreement or certificate (if used), the TRANS, the  
3 COUNTY Board Resolution, the tax certificate, insurance policies, and credit or liquidity  
4 facilities.

5 (3) Preparation and review of, and advise COUNTY in  
6 connection with, the Preliminary Official Statement and the Official Statement for the  
7 TRAN Financing Plan describing the sale and issuance of the TRANS, and other related  
8 documents, agreements, resolutions, instruments and certificates.

9 (4) Preparation and review of, and advise COUNTY in  
10 connection with, any and all documents, agreements, instruments and resolutions to be  
11 executed by COUNTY at the closing of the TRAN Financing Plan, including, but not  
12 limited to, the SEC Continuing Disclosure Certificate.

13 (5) Perform due diligence necessary to prepare COUNTY's  
14 Preliminary Official Statement, Official Statement, SEC Continuing Disclosure  
15 Certificate, and any other disclosure documents for the TRAN Financing Plan, in order  
16 to ensure that such financing plan is in compliance with the applicable securities laws  
17 and regulations, including, but not limited to Securities and Exchange Commission Rule  
18 10b-5 and Rule 15c2-12, as amended.

19 (6) If a negotiated sale is used for the TRAN Financing Plan,  
20 preparation and review of, and advise COUNTY in connection with, the Contract of  
21 Purchase with the underwriter, for the TRAN Financing Plan, and other related  
22 documents, agreements, resolutions and certificates.

23 (7) Provide comment to underwriter's counsel, if such counsel  
24 is employed by an underwriter, and to Bond Counsel, concerning any and all  
25 documents, agreements, instruments and resolutions referred to herein which are  
26 prepared by Bond Counsel.

27 (8) As to those documents, agreements, resolutions,

1 instruments and certificates prepared by disclosure counsel, distribute necessary drafts  
2 and revisions of same, receive comments from members of the financing team for the  
3 TRAN Financing Plan and from other parties for such financing plan, and resolve same  
4 to the satisfaction of County Counsel or their designee.

5 (9) Render unqualified written opinions relating to the TRAN  
6 Financing Plan, which shall be acceptable to County Counsel, or their designee, in form  
7 and substance, to the following effect:

8 (a) that the Official Statement for the TRAN Financing  
9 Plan, to the extent that the statements contained therein purport to summarize the  
10 underlying information referred to therein (including, but not limited to, the instruments,  
11 resolutions, transactions, agreements, and records, and the laws and regulations  
12 governing same, in connection with the TRANs and the COUNTY Board Resolution) is  
13 accurate and complete in all material respects, assuming the accuracy and  
14 completeness and fairness of the statements contained in such underlying information;

15 (b) if a negotiated sale is used, that the Contract of  
16 Purchase has been duly authorized, executed, and delivered by COUNTY, and that it  
17 constitutes a legally valid and binding obligation of COUNTY, enforceable against  
18 COUNTY in accordance with its terms;

19 (c) that, based upon the information developed and  
20 received in the provision of its services under this Agreement, no information has come  
21 to the attention of disclosure counsel which would cause disclosure counsel to believe  
22 that the Official Statement for the TRAN Financing plan, as of the date of such Official  
23 Statement and as of the closing of such financing plan, contains any untrue statements  
24 of material fact or omits to state any material fact required to be stated or necessary to  
25 make such statements, in light of the circumstances under which they were made, not  
26 misleading.

27 (d) that the TRANs are exempt from the registration

1 requirements of the Securities Act of 1933, as amended; and

2 (e) that the COUNTY Board Resolution is exempt from  
 3 qualification under the Trust Indenture Act of 1939, as amended.

4 All such opinions shall be addressed in a letter to COUNTY's Board  
 5 of Supervisors (which letter shall expressly state that COUNTY's Board of Supervisors  
 6 is the ATTORNEY's client), and be provided at the time of the delivery of and receipt  
 7 for payment of the TRANS. Any and all such opinions shall also be addressed to the  
 8 underwriter (if requested by the underwriter), as a reliance opinion, as hereinafter  
 9 provided, and be provided at the time of the delivery of and receipt for payment of the  
 10 TRANS.

11 If ATTORNEY provides a reliance opinion to any third party (*e.g.*,  
 12 an underwriter) whereby the third party is allowed to rely upon any opinion given by  
 13 ATTORNEY to COUNTY under this Agreement, such reliance opinion shall (i) be  
 14 provided in a letter, separate from the opinions given by ATTORNEY to COUNTY  
 15 herein, and (ii) expressly state in the text of such reliance opinion substantially to the  
 16 effect that no attorney-client relationship exists or is created by reason of giving such  
 17 opinion.

18 (10) Assist COUNTY, and its municipal financial advisor, in  
 19 corresponding with the printer of the Preliminary Official Statement and Official  
 20 Statement in order to facilitate a prompt and efficient printing of same.

21 (11) Render advice, as requested by COUNTY's Auditor-  
 22 Controller/Treasurer-Tax Collector, or her designee, or by County Counsel, or their  
 23 designee, to COUNTY, and its municipal financial advisor, regarding the marketing and  
 24 sale of the TRANS.

25 (12) Comment and advise COUNTY on issues that arise in the  
 26 course of the implementation of the TRAN Financing Plan.

27 (13) Attend meetings with COUNTY staff, COUNTY's Debt

1 Advisory Committee, or COUNTY’s Board of Supervisors, or all of them, upon request  
 2 by the County Counsel, or their designee.

3 (14) Handle closing and post-closing issues in connection with  
 4 the TRAN Financing Plan, and distribute any and all documents, agreements,  
 5 resolutions, instruments and certificates to appropriate persons or organizations.

6 (15) Perform such other similar services as County Counsel, or  
 7 their designee, may request.

8 C. Authorization to Proceed with Work: ATTORNEY shall commence  
 9 performance of services upon receiving authorization to proceed with work from the  
 10 County Counsel, or their designee.

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

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

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

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

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

- 1           B.     the lawyer has experience and expertise in the particular municipal
- 2 finance matter for which he or she is providing services;
- 3           C.     the lawyer has exceptional technical legal skills;
- 4           D.     the lawyer vigorously represents COUNTY so that
- 5 COUNTY's best interests are served;
- 6           E.     the lawyer efficiently and timely completes assigned tasks;
- 7           F.     the lawyer is reasonably available when County Counsel, or their
- 8 designee, needs to consult with the lawyer on short notice;
- 9           G.     the lawyer anticipates potential problems and advises County
- 10 Counsel regarding same;
- 11           H.     the lawyer explains complex municipal finance concepts to County
- 12 Counsel, or their designee, so that County Counsel, or their designee, has a clear and
- 13 complete understanding of the relevant issues and facts of a matter; and
- 14           I.     the lawyer cooperates with County Counsel, or their designee, and
- 15 other members of the financing team, including amicably resolving disputes, if any,
- 16 among financing team members to the satisfaction of County Counsel, or their
- 17 designee.

18       3.     Compensation of ATTORNEY: COUNTY shall compensate ATTORNEY  
 19 pursuant to the terms and conditions of this Agreement only for the performance of  
 20 those tasks, to the reasonable satisfaction of COUNTY, that relate to the subject matter  
 21 of this Agreement. It is understood that COUNTY shall **not** be obligated to compensate  
 22 ATTORNEY for any work, services, or functions performed by ATTORNEY: (i) in  
 23 seeking to obtain COUNTY's business or negotiating with COUNTY to enter into this  
 24 Agreement or (ii) in providing COUNTY with documentation, explanations, or  
 25 justifications concerning the adequacy or accuracy of its invoices for the performance  
 26 of services under this Agreement and resolving same to the reasonable satisfaction of  
 27 COUNTY.

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

3 Partners:

4 Diane K. Quan	\$575
5 Russell A. Miller	\$575
6 Brian Organ	\$540
7 Christina Togle	\$540

8 Associates: \$350

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

21 In addition, ATTORNEY shall be reimbursed for reasonable, and necessary out-  
 22 of-pocket expenses, as follows: telephone charges, telephonic facsimile transmission  
 23 charges, computer research charges, publication costs, filing fees, courier charges,  
 24 postage charges, printing and photographic reproduction expenses, in-State travel, and  
 25 all such directly-related expenses. ATTORNEY shall also be reimbursed for the actual  
 26 and reasonable cost of publications and reports obtained for the financing and the  
 27 preparation of transcripts on physical media, either printed or digital, if any.

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

13 It is understood that COUNTY may abandon the TRAN Financing Plan, at any  
14 time, without any reason.

15 Notwithstanding anything else stated to the contrary in this Agreement, the  
16 closing of the TRAN Financing Plan and COUNTY's receipt of the funds from the  
17 issuance of the TRANS under such financing plan shall be a **condition precedent** to  
18 COUNTY's obligation to compensate ATTORNEY for such services performed under  
19 financing plan, and to COUNTY's obligation to reimburse ATTORNEY for related  
20 reasonable and necessary out-of-pocket expenses incurred in connection with such  
21 financing plan. It is understood that such condition precedent to COUNTY's obligations  
22 stated in this section is solely for COUNTY's benefit.

23 **IN NO EVENT SHALL THE MAXIMUM AMOUNT PAID TO ATTORNEY AS**  
24 **COMPENSATION FOR ATTORNEY'S SERVICES PERFORMED EXCEED \$40,000**  
25 **UNDER THIS AGREEMENT. IN NO EVENT SHALL THE MAXIMUM AMOUNT PAID**  
26 **TO ATTORNEY AS REIMBURSEMENT OF RELATED, REASONABLE AND**  
27 **NECESSARY OUT-OF-POCKET EXPENSES EXCEED \$1,500 UNDER THIS**

1 **AGREEMENT, PLUS THE ACTUAL AND REASONABLE COST OF PUBLICATIONS**  
 2 **AND REPORTS OBTAINED FOR THE FINANCING AND THE PREPARATION OF**  
 3 **BOUND OR COMPACT DISC TRANSCRIPTS.**

4 4. Payment and Record-keeping: Subject to section 3 of this Agreement,  
 5 payment of compensation for the services provided in connection with the TRAN  
 6 Financing Plan and reimbursement for related, reasonable and necessary out-of-pocket  
 7 expenses incurred shall be made by COUNTY after submission of an itemized invoice  
 8 by ATTORNEY to County Counsel no later than the fifteenth (15th) day following the  
 9 closing of such financing plan. All payments of compensation and reimbursement for  
 10 related, reasonable and necessary out-of-pocket expenses incurred shall be made by  
 11 COUNTY no later than forty-five (45) days following the date that COUNTY receives a  
 12 properly completed invoice requesting the payment for such services rendered and  
 13 expenses incurred. COUNTY shall remit any payment to ATTORNEY’s address  
 14 specified in the invoice for payment.

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

- 19 A. The specific nature of each task performed as services under this  
 20 Agreement;
- 21 B. The name of the person performing each such task;
- 22 C. The number of hours worked by each such person for each such  
 23 task;
- 24 D. The hourly rate per each such person performing each such task;
- 25 and
- 26 E. The related, reasonable and necessary, out-of-pocket expenses  
 27 incurred, as provided for in section 3 of this Agreement.

1 In addition to the requirements of this section 4 of this Agreement, each invoice  
2 shall set forth a summary of hours worked by each partner and associate lawyer, and  
3 paralegal (if compensable under section 3 of this Agreement), for the applicable billing  
4 period. Furthermore, each such invoice shall set forth the product of such summary of  
5 hours worked by each person multiplied by such person's billing rate, as set forth herein  
6 (e.g., Ms. Quan's total hours worked = 10 hours; Ms. Quan's hourly billing rate is \$575;  
7 10 hours x Ms. Quan's billing rate of \$575 per hour = \$5,750).

8 In preparing invoices, ATTORNEY shall segregate each task performed on a  
9 daily basis. If requested by County Counsel, or their designee, ATTORNEY shall not  
10 combine unrelated tasks as a single entry in lieu of setting forth the hours of work  
11 performed by a partner, associate lawyer, or paralegal on each specific task.

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

16 ATTORNEY shall keep complete records of the services provided, as described  
17 in this section 4 of this Agreement, together with all related reasonable and necessary,  
18 out-of-pocket expenses applicable to the work provided under this Agreement.  
19 COUNTY's Auditor-Controller/Treasurer-Tax Collector, or their duly authorized  
20 representatives, shall be given reasonable access to all of these records for the  
21 purposes of audit of this Agreement.

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

25 5. Term of Agreement: This Agreement shall be effective as of the date that  
26 it is executed by both parties. This Agreement shall continue in full force and effect  
27 unless and until it is terminated by either or both parties. Either party may terminate this

1 Agreement at any time, either in whole or in part. However, if ATTORNEY elects to  
2 terminate this Agreement, COUNTY's rights under section 3 of this Agreement shall not  
3 be affected, and COUNTY's rights under any pending matter which may arise from  
4 ATTORNEY's services hereunder shall not be prejudiced due to such termination as  
5 required by the Rules of Professional Conduct of the State Bar of California.

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

19       Because of its status as an independent contractor, ATTORNEY shall have  
20 absolutely no right to employment rights and benefits available to COUNTY employees.  
21 ATTORNEY shall be solely liable and responsible for providing to, or on behalf of, its  
22 employees all legally-required employee benefits. In addition, ATTORNEY shall be  
23 solely responsible and save COUNTY harmless from all matters related to payment of  
24 ATTORNEY's employees, including compliance with social security, withholding, and  
25 all other regulations governing such matters. Both parties acknowledge that during the  
26 term of this Agreement, ATTORNEY may be providing services to others unrelated to  
27 COUNTY or to this Agreement.

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

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

11           8.     Insurance: Without limiting COUNTY's rights to obtain indemnification  
12 from ATTORNEY or any third parties, ATTORNEY, at its sole expense, shall maintain  
13 in full force and effect the following insurance policies throughout the entire term of this  
14 Agreement:

15                   A.     Professional liability insurance with limits of not less than Ten  
16 Million Dollars (\$10,000,000) per covered event.

17                   B.     Comprehensive general liability insurance with limits of coverage  
18 of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual  
19 aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per  
20 occurrence basis. ATTORNEY shall obtain an endorsement to this policy naming the  
21 County of Fresno, its officers, agents, employees, and volunteers, individually and  
22 collectively, as additional insureds, but only insofar as the operations under this  
23 Agreement are concerned. Such coverage for additional insureds will apply as primary  
24 insurance and any other insurance, or self-insurance, maintained by the COUNTY is  
25 excess only and not contributing with insurance provided under ATTORNEY's policy.

26                   C.     Automobile liability insurance coverage with limits of not less than  
27 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and for property

1 damages. Coverage must include any auto used in connection with this Agreement.

2 C. Workers compensation insurance as required by the laws of the  
3 State of California with statutory limits.

4 Additional Insurance Requirements

5 Within 30 days after ATTORNEY signs this Agreement, and at any time during  
6 the term of this Agreement as requested by the County Counsel, ATTORNEY shall  
7 deliver, or cause its broker or producer to deliver, to the County Counsel's Office, at  
8 2281 Tulare Street, Suite 304, Fresno, California 93721, or  
9 CountyCounselMailbox@fresnocountyca.gov, copies of insurance policies as produced  
10 by the broker or producer, and certificates of insurance and endorsements for all of the  
11 coverages required under this Agreement.

12 (i) Each insurance certificate must state that: (1) the insurance coverage has  
13 been obtained and is in full force; (2) COUNTY, its officers, agents,  
14 employees, and volunteers are not responsible for any premiums on the  
15 policy; and (3) ATTORNEY has waived its right to recover from COUNTY,  
16 its officers, agents, employees, and volunteers any amounts paid under  
17 any insurance policy required by this Agreement and that waiver does not  
18 invalidate the insurance policy.

19 (ii) The comprehensive general liability insurance certificate must also state  
20 that: (1) the County of Fresno, its officers, agents, employees, and  
21 volunteers, individually and collectively, are additional insureds insofar as  
22 the operations under this Agreement are concerned; (2) the coverage  
23 shall apply as primary insurance and any other insurance, or self-  
24 insurance, maintained by COUNTY shall be excess only and not  
25 contributing with insurance provided under ATTORNEY's policy.

26 (iii) The automobile liability insurance certificate must state that the policy  
27 covers any auto used in connection with this Agreement.

1 All such insurance policies shall be issued by insurers who have at least have an  
2 A.M. Best, Inc. rating of A:VII or greater (except for the Professional Liability Insurance  
3 policy, which shall be issued by an insurer who has at least a Standard & Poor's and  
4 Fitch's rating of AA- because the specialized carrier is fulfilling a need in a specialty  
5 market) and shall be acceptable to COUNTY's Department of Human Resources, Risk  
6 Management Division.

7 For each insurance policy required under this Agreement, ATTORNEY shall  
8 provide to COUNTY, or ensure that the policy requires the insurer to provide to  
9 COUNTY, written notice of any cancellation or change in the policy as required in this  
10 paragraph. For cancellation of the policy for nonpayment of premium, ATTORNEY shall,  
11 or shall cause the insurer to, provide written notice to COUNTY not less than 10 days  
12 in advance of cancellation. For cancellation of the policy for any other reason, and for  
13 any other change to the policy, ATTORNEY shall, or shall cause the insurer to, provide  
14 written notice to COUNTY not less than 30 days in advance of cancellation or change.  
15 COUNTY in its sole discretion may determine that the failure of ATTORNEY or its  
16 insurer to timely provide a written notice required by this paragraph is a breach of this  
17 Agreement.

18 If ATTORNEY has or obtains insurance with broader coverage, higher limits, or  
19 both, than what is required under this Agreement, then COUNTY requires and is entitled  
20 to the broader coverage, higher limits, or both. To that end, ATTORNEY shall deliver,  
21 or cause its broker or producer to deliver, to COUNTY's Risk Manager copies of  
22 insurance policies that have such broader coverage, higher limits, or both, as produced  
23 by the broker or producer, and certificates of insurance and endorsements for all of the  
24 coverages that have such broader coverage, higher limits, or both, as required under  
25 this Agreement.

26 ATTORNEY waives its right to recover from the County, its officers, agents,  
27 employees, and volunteers any amounts paid under the policy of worker's

1 compensation insurance required by this Agreement. ATTORNEY is solely responsible  
2 to obtain any policy endorsement that may be necessary to accomplish that waiver, but  
3 ATTORNEY's waiver of subrogation under this paragraph is effective whether or not  
4 ATTORNEY obtains such an endorsement.

5 If ATTORNEY fails to keep in effect at all times any insurance coverage required  
6 under this Agreement, COUNTY may, in addition to any other remedies it may have,  
7 suspend or terminate this Agreement upon the occurrence of that failure, or purchase  
8 such insurance coverage, and charge the cost of that coverage to ATTORNEY.  
9 COUNTY may offset such charges against any amounts owed by COUNTY to  
10 ATTORNEY under this Agreement.

11 In addition to its obligations set forth above, ATTORNEY agrees that it shall  
12 maintain, at its sole expense, in full force and effect for a period of three (3) years  
13 following the termination of this Agreement a policy of professional liability insurance  
14 with limits of coverage of not less than Ten Million Dollars (\$10,000,000) per covered  
15 event; provided, however, in the event that ATTORNEY does not maintain such policy  
16 of insurance for such entire three (3) year period, ATTORNEY shall maintain, at its sole  
17 expense, in full force and effect extended claims reporting coverage insurance in lieu  
18 thereof in the amount of not less than Ten Million Dollars (\$10,000,000).

19 If any of the insurance policies required to be maintained under this section 8 of  
20 this Agreement have a self-insured retention, such self-insured retentions shall be  
21 funded by ATTORNEY and approved by COUNTY's Department of Human Resources,  
22 Risk Management Division.

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

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

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

5           11.    Amendments: This Agreement may only be amended in writing signed by  
6 the parties hereto.

7           12.    Conflict of Interest: ATTORNEY promises, covenants, and warrants that,  
8 after having performed a reasonable investigation, the performance of its services and  
9 representation to COUNTY under this Agreement do not result in a “conflict of interest.”  
10 ATTORNEY further promises, covenants, and warrants that it will keep reasonably  
11 informed of its services to the COUNTY and other clients to ensure that the performance  
12 of its services and representation to COUNTY under this Agreement will not result in a  
13 “conflict of interest.” In the event a “conflict of interest” occurs, ATTORNEY will request  
14 COUNTY’s Board of Supervisors to waive such “conflict of interest” on a case-by-case  
15 basis. For purposes of this paragraph 12, the phrase “conflict of interest” has the same  
16 meaning as in the California Rules of Professional Conduct.

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

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

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

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COUNTY

ATTORNEY

County Counsel  
 COUNTY OF FRESNO  
 2220 Tulare Street,  
 5th Floor  
 Fresno, CA 93721

Diane K. Quan  
 Hawkins Delafield & Wood LLP  
 333 South Grand Avenue  
 Los Angeles, CA 90071

Any and all notices between COUNTY and ATTORNEY provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

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

17. Disclosure of Self-Dealing Transactions: This provision is only applicable if ATTORNEY is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, ATTORNEY changes its status to operate as a corporation. Members of ATTORNEY’s Board of Directors shall disclose any self-dealing transactions that they are a party to while ATTORNEY is providing goods or

1 performing services under this Agreement. A self-dealing transaction shall mean a  
2 transaction to which the ATTORNEY is a party and in which one or more of its directors  
3 has a material financial interest. Members of the Board of Directors shall disclose any  
4 self-dealing transactions that they are a party to by completing and signing a *Self-*  
5 *Dealing Transaction Disclosure Form* (Exhibit A) and submitting it to COUNTY prior to  
6 commencing with the self-dealing transaction or immediately thereafter.

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

12       If any part of this Agreement is found to violate any law or is found to be otherwise  
13 legally defective, ATTORNEY and COUNTY shall use their best efforts to replace that  
14 part of this Agreement with legal terms and conditions most readily approximating the  
15 original intent of the parties.

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

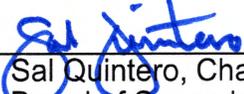
19       20. Electronic Signatures: The parties agree that this Agreement may be  
20 executed by electronic signature as provided in this section. An “electronic signature”  
21 means any symbol or process intended by an individual signing this Agreement to  
22 represent their signature, including but not limited to (1) a digital signature; (2) a faxed  
23 version of an original handwritten signature; or (3) an electronically scanned and  
24 transmitted (for example by PDF document) version of an original handwritten  
25 signature. Each electronic signature affixed or attached to this Agreement (1) is deemed  
26 equivalent to a valid original handwritten signature of the person signing this Agreement  
27

1 for all purposes, including but not limited to evidentiary proof in any administrative or  
 2 judicial proceeding, and (2) has the same force and effect as the valid original  
 3 handwritten signature of that person. The provisions of this section satisfy the  
 4 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic  
 5 Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).  
 6 Each party using a digital signature represents that it has undertaken and satisfied the  
 7 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through  
 8 (5), and agrees that each other party may rely upon that representation. This Agreement  
 9 is not conditioned upon the parties conducting the transactions under it by electronic  
 10 means and either party may sign this Agreement with an original handwritten signature.

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

13 HAWKINS DELAFIELD & WOOD LLP COUNTY OF FRESNO

14 By   
 15 Diane K. Quan  
 16 Partner

By   
 Sal Quintero, Chairman of the  
 Board of Supervisors of the  
 County of Fresno

18 ATTEST:  
 19 BERNICE E. SEIDEL  
 20 Clerk of the Board of Supervisors  
 County of Fresno, State of California

21 By   
 22 Deputy

23 ORG: 2540  
 24 FUND: 0001  
 ACCOUNT: 7295  
 25 SUBCLASS: 10000

26 TRANS Agreement FY 2023-24

27

## 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>	