

AGREEMENT FOR SPECIALIZED LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 28th day of January, 2025, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and the law firm of LIEBERT CASSIDY WHITMORE, a professional law corporation, whose address is 5250 North Palm Avenue, Suite 310, Fresno, CA 93704 ("ATTORNEY").

Recitals

A. COUNTY may from time to time need to seek the advice of specialized legal counsel on employee-employer relations, Human Resources (HR) matters, including matters of labor and employment law, and training for COUNTY employees on such topics.

B. COUNTY wishes to engage the specialized legal services of specialized legal counsel who is expert in legal matters concerning such issues.

C. ATTORNEY represents that it is specially trained and experienced, and that it possesses such expertise.

D. Such specialized legal services are either not available or not expected to be available in COUNTY's Office of the County Counsel.

The parties therefore agree as follows:

1. Engagement of Attorney: COUNTY hereby engages ATTORNEY as an independent contractor through the services of the following key person(s): Shelline K. Bennett, partners of ATTORNEY; and such other partners of, and associate lawyers and staff members employed by, ATTORNEY as ATTORNEY deems necessary, and who COUNTY's County Counsel ("County Counsel"), or their 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. ATTORNEY may not replace any of the key persons named above without the prior, express, written approval of County Counsel, or their designee. In case of death, illness or other incapacity, or departure of any of the

1 foregoing key persons, ATTORNEY shall provide a replacement of at least equal professional
2 ability and experience as the key person replaced.

3 A. Scope of Work: From time to time, County Counsel, or their designee,
4 may request ATTORNEY to perform specialized legal services in connection with providing
5 legal advice and providing training to County personnel regarding employee-employer relations
6 and related labor and employment law, each which is a "project," or all of which also may be
7 referred to collectively as "projects." Upon County Counsel's, or their designee's, written request
8 to perform such services, and ATTORNEY's written acknowledgment that ATTORNEY will
9 provide such services, ATTORNEY shall perform such services pursuant to the terms and
10 conditions of this Agreement. Notwithstanding the foregoing provisions of this subsection 1.A.,
11 in the event of exigent circumstances, County Counsel may make such request orally, and
12 County Counsel and ATTORNEY shall within a reasonable time thereafter document such
13 request for services and acknowledgment thereof.

14 B. Authorization to Proceed with Work: For each project, ATTORNEY shall
15 commence performance of services upon receiving authorization to proceed with work from the
16 County Counsel, or their designee.

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

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

26 In the performance of the tasks identified in section 1 under this Agreement, ATTORNEY
27 shall provide only those services that are necessary to carry out such tasks in an efficient and

1 effective manner.

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

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

5 B. the lawyer has experience and expertise in the particular project for which
6 they are providing services;

7 C. the lawyer has exceptional technical legal skills;

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

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

11 F. the lawyer is reasonably available when County Counsel, or their
12 designee, needs to consult with the lawyer on short notice;

13 G. the lawyer anticipates potential problems and advises County Counsel
14 regarding same;

15 H. the lawyer explains complex labor and employment law, and information
16 about industry-wide employee-employer relations trends to County Counsel, or their designee,
17 so that County Counsel, or their designee, has a clear and complete understanding of the
18 relevant issues and facts of a matter; and

19 I. the lawyer cooperates with County Counsel, or their designee.

20 3. Compensation of ATTORNEY: COUNTY shall compensate ATTORNEY
21 pursuant to the terms and conditions of this Agreement only for the performance of those tasks,
22 to the reasonable satisfaction of COUNTY, that relate to the subject matter of this Agreement.

23 **Subject to increases under section 5, below, the maximum compensation payable to**
24 **ATTORNEY under this agreement is \$200,000.** It is understood that COUNTY shall not be
25 obligated to compensate ATTORNEY for any work, services, or functions performed by
26 ATTORNEY: (i) in seeking to obtain COUNTY's business or negotiating with COUNTY to enter
27 into this Agreement or (ii) in providing COUNTY with documentation, explanations, or

1 justifications concerning the adequacy or accuracy of its invoices for the performance of
2 services under this Agreement and resolving same to the reasonable satisfaction of COUNTY.

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

5 Partners:

6 Shelline K. Bennett, or Other Partner \$430

7 Associates: \$340

8 These scheduled rates may be increased up to five percent (5%) after the third (3rd) year
9 of this Agreement with approval of the County Counsel, or their designee.

10 The foregoing lawyers may, from time to time, consult with such of ATTORNEY's other
11 lawyers on a "limited basis" as ATTORNEY reasonably deems prudent and necessary under
12 the circumstances, and ATTORNEY may also, upon the written approval of County Counsel, or
13 their designee, provide additional partners of, or associate lawyers employed by its firm to
14 perform significant services under this Agreement, provided that such additional persons who
15 are consulted or who provide significant services are compensated by COUNTY for
16 performance of tasks under this Agreement at a rate not to exceed each such person's
17 customary billing rate per hour for local governmental entities. Notwithstanding anything stated
18 to the contrary in this section, the term "limited basis" means fifteen (15) hours or less worked
19 by each of 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-of-
22 pocket expenses, as follows: telephone charges, telephonic facsimile transmission charges,
23 computer research charges, filing fees, courier charges, postage charges, printing and
24 photographic reproduction expenses, in-State travel, and all such directly-related expenses.

25 It is understood that ATTORNEY shall not be reimbursed for its secretarial or clerical
26 services (including overtime hours worked), or normal office operating expenses, with the
27 exception of those charges and expenses stated in the immediately preceding paragraph of this

1 Agreement. In addition, ATTORNEY shall not be reimbursed for such services performed or
2 expenses incurred, regardless of whether such tasks are performed or expenses are incurred
3 by ATTORNEY's partners, associate lawyers, or anyone else. Upon approval by the County
4 Counsel or their designee, ATTORNEY may use paralegals to perform services under this
5 Agreement. Under no circumstances shall COUNTY compensate ATTORNEY for secretarial or
6 clerical work performed by paralegals. Furthermore, COUNTY shall not compensate
7 ATTORNEY for work performed by paralegals where such work ordinarily is performed by
8 licensed attorneys, including legal research and legal document drafting.

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

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

- 23 A. The specific nature of each task performed as services under this
24 Agreement;
- 25 B. The name of the person performing each such task;
- 26 C. The number of hours worked by each such person for each such task;
- 27 D. The hourly rate per each such person performing each such task; and

1 E. The related, reasonable and necessary, out-of-pocket expenses
2 incurred, as provided for in section 3 of this Agreement.

3 In addition to the requirements of this section 4 of this Agreement, each invoice shall set
4 forth a summary of hours worked by each partner and associate lawyer, and paralegal (if
5 compensable under section 3 of this Agreement) for the applicable billing period. Furthermore,
6 each such invoice shall set forth the product of such summary of hours worked by each person
7 multiplied by such person's billing rate, as set forth herein (e.g., lawyer's total hours worked =
8 10 hours; lawyer's hourly billing rate is \$430; 10 hours x lawyer's billing rate of \$430 per hour =
9 \$4,300).

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

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

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

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

27 5. Term of Agreement: This Agreement shall be effective as of February 4, 2025

1 and terminates after three years, except as provided below. This Agreement may be extended
2 for two (2) additional consecutive twelve (12) month periods upon written approval of both
3 parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension
4 period. The County Counsel or their designee is authorized to sign the written approval on
5 behalf of the County based on ATTORNEY's satisfactory performance. The extension of this
6 Agreement by the County is not a waiver or compromise of any default or breach of this
7 Agreement by ATTORNEY existing at the time of the extension whether known or unknown to
8 the County.

9 Each such extension shall increase the maximum compensation payable under this
10 Agreement, as provided in section 3, above, by \$50,000. If both such extensions are executed
11 according to the terms and conditions of this Agreement, the maximum compensation payable
12 under this Agreement, as provided in section 3, above, and as increased by this section 5, is
13 \$300,000. The ATTORNEY shall not be paid for any services or costs above this limit without a
14 written modification of this Agreement executed by both parties. During the initial three-year
15 term of this Agreement, the ATTORNEY shall notify County in writing when the value of its
16 accrued services, whether billed or not yet billed to the County, has reached the amount of
17 \$100,000 and again when and if the value of its accrued services, whether billed or not yet billed
18 to the County, has reached the amount of \$175,000.

19 For each project initiated by written request under section 1.A. of this Agreement, above,
20 that is not yet complete when this Agreement terminates as provided above, the terms of this
21 Agreement shall survive the termination as to that project, and ATTORNEY shall promptly
22 complete that project after termination, subject to the applicable maximum compensation
23 payable under this Agreement.

24 Either party may terminate this Agreement at any time, either in whole or in part.
25 However, if ATTORNEY elects to terminate this Agreement, COUNTY's rights under any
26 pending matter which may arise from ATTORNEY's services hereunder shall not be prejudiced
27 due to such termination as required by the Rules of Professional Conduct of the State Bar of

1 California. Subject to section 3 of this Agreement, ATTORNEY shall be paid for all services
2 performed to the date of termination of this Agreement, which are done to the reasonable
3 satisfaction of COUNTY.

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

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

24 7. Hold Harmless: ATTORNEY shall hold COUNTY, its officers, agents, and
25 employees harmless and indemnify and defend COUNTY, its officers, agents, and employees
26 against payment of any and all costs and expenses (including attorney's fees and court cost),
27 claims, suits, losses, damages, and liability arising from or arising out of any actual or alleged

1 negligent or wrongful acts or omissions of ATTORNEY, including its partners, officers, agents,
2 and employees, in performing or failing to perform the services provided herein. COUNTY's
3 receipt of any insurance certificates required herein does not in any way relieve the ATTORNEY
4 from its obligations under this section 7 of this Agreement.

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

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

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

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

20 C. Automobile liability insurance coverage with limits of not less than One
21 Million Dollars (\$1,000,000.00) per occurrence for bodily injury and for property damages.
22 Coverage must include any auto used in connection with this Agreement.

23 D. Workers compensation insurance as required by the laws of the State of
24 California with statutory limits.

25 Additional Insurance Requirements

26 Within 30 days after ATTORNEY signs this Agreement, and at any time during the term
27 of this Agreement as requested by the County Counsel, ATTORNEY shall deliver, or cause its

broker or producer to deliver, to the County Counsel's Office, at 2281 Tulare Street, Suite 304, Fresno, California 93721, or CountyCounselMailbox@fresnocountyca.gov, copies of insurance policies as produced by the broker or producer, and certificates of insurance and endorsements for all of the coverages required under this Agreement.

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

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

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

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

For each insurance policy required under this Agreement, ATTORNEY shall provide to COUNTY, or ensure that the policy requires the insurer to provide to COUNTY, written notice

1 of any cancellation or change in the policy as required in this paragraph. For cancellation of the
2 policy for nonpayment of premium, ATTORNEY shall, or shall cause the insurer to, provide
3 written notice to COUNTY not less than 10 days in advance of cancellation. For cancellation of
4 the policy for any other reason, and for any other change to the policy, ATTORNEY shall, or
5 shall cause the insurer to, provide written notice to COUNTY not less than 30 days in advance
6 of cancellation or change. COUNTY in its sole discretion may determine that the failure of
7 ATTORNEY or its insurer to timely provide a written notice required by this paragraph is a
8 breach of this Agreement.

9 If ATTORNEY has or obtains insurance with broader coverage, higher limits, or both,
10 than what is required under this Agreement, then COUNTY requires and is entitled to the
11 broader coverage, higher limits, or both. To that end, ATTORNEY shall deliver, or cause its
12 broker or producer to deliver, to COUNTY's Risk Manager copies of insurance policies that have
13 such broader coverage, higher limits, or both, as produced by the broker or producer, and
14 certificates of insurance and endorsements for all of the coverages that have such broader
15 coverage, higher limits, or both, as required under this Agreement.

16 ATTORNEY waives its right to recover from the County, its officers, agents, employees,
17 and volunteers any amounts paid under the policy of worker's compensation insurance required
18 by this Agreement. ATTORNEY is solely responsible to obtain any policy endorsement that may
19 be necessary to accomplish that waiver, but ATTORNEY's waiver of subrogation under this
20 paragraph is effective whether or not ATTORNEY obtains such an endorsement.

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

26 In addition to its obligations set forth above, ATTORNEY agrees that it shall maintain, at
27 its sole expense, in full force and effect for a period of three (3) years following the termination

1 of this Agreement a policy of professional liability insurance with limits of coverage of not less
2 than Ten Million Dollars (\$10,000,000) per covered event; provided, however, in the event that
3 ATTORNEY does not maintain such policy of insurance for such entire three (3) year period,
4 ATTORNEY shall maintain, at its sole expense, in full force and effect extended claims reporting
5 coverage insurance in lieu thereof in the amount of not less than Ten Million Dollars
6 (\$10,000,000).

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

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

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

15 10. Assignment and Subcontracting: Notwithstanding section 9 of this Agreement,
16 neither party may assign its rights or delegate its obligations under this Agreement without the
17 prior written consent of the other party.

18 11. Modification: This Agreement may not be modified, and no waiver is effective,
19 except by written agreement signed by both parties. ATTORNEY acknowledges that COUNTY
20 employees have no authority to modify this Agreement except as expressly provided in this
21 Agreement.

22 12. Conflict of Interest: ATTORNEY promises, covenants, and warrants that, after
23 having performed a reasonable investigation, the performance of its services and
24 representation to COUNTY under this Agreement do not result in a "conflict of interest."
25 ATTORNEY further promises, covenants, and warrants that it will keep reasonably informed of
26 its services to the COUNTY and other clients to ensure that the performance of its services and
27 representation to COUNTY under this Agreement will not result in a "conflict of interest." In the

1 event a “conflict of interest” occurs, ATTORNEY will request COUNTY’s Board of Supervisors
2 to waive such “conflict of interest” on a case-by-case basis. For purposes of this paragraph 12,
3 the phrase “conflict of interest” has the same meaning as in the California Rules of Professional
4 Conduct.

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

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

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

14 COUNTY

15 County Counsel
16 COUNTY OF FRESNO
2220 Tulare Street,
17 5th Floor
Fresno, CA 93721

ATTORNEY

Shelline Bennett, Managing Partner
5250 North Palm Avenue, Suite 310
Fresno, CA, 93704
sbennett@lcwlegal.com

18 Any and all notices between COUNTY and ATTORNEY provided for or permitted
19 under this Agreement must be in writing and delivered either by personal service, by first-class
20 United States mail, or by an overnight commercial courier service. A notice delivered by
21 personal service is effective upon service to the recipient. A notice delivered by first-class
22 United States mail is effective three (3) COUNTY business days after deposit in the United
23 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
24 commercial courier service is effective one (1) COUNTY business day after deposit with the
25 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for
26 next day delivery, addressed to the recipient. For all claims arising out of or related to this
27 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. Governing Law: The laws of the State of California govern all matters arising from or related to this Agreement.

17. Jurisdiction and Venue: This Agreement is signed and performed in Fresno County, California. ATTORNEY consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

18. No Waiver: Payment, waiver, or discharge by the COUNTY of any liability or obligation of the ATTORNEY under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the ATTORNEY and does not prohibit enforcement by the COUNTY of any obligation on any other occasion.

19. Nondiscrimination: During the performance of this Agreement, the ATTORNEY shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

20. 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 performing services under this Agreement. A self-dealing transaction shall mean a transaction to which the ATTORNEY is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit A) and

1 submitting it to COUNTY prior to commencing with the self-dealing transaction or immediately
2 thereafter.

3 21. Entire Agreement: This Agreement, including its exhibit, is the entire agreement
4 between COUNTY and ATTORNEY with respect to the subject matter of this Agreement and it
5 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
6 publications, and understandings of any nature unless those things are expressly included in
7 this Agreement. If there is any inconsistency between the terms of this Agreement without is
8 exhibit and the terms of the exhibit, then the inconsistency will be resolved by giving precedence
9 first to the terms of this Agreement without its exhibit, and then to the terms of the exhibit.

10 22. Severability: If anything in this Agreement is found by a court of competent
11 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains
12 in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part
13 of this Agreement with lawful and enforceable provisions intended to accomplish the parties'
14 original intent.

15 23. Days: Unless otherwise specified, "days" means calendar days.

16 24. Headings: The headings and section titles in this Agreement are for convenience
17 only and are not part of this Agreement.

18 25. Construction: The final form of this Agreement is the result of the parties'
19 combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to
20 be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
21 against either party.

22 26. No Third-Party Beneficiaries: This Agreement does not and is not intended to
23 create any rights or obligations for any person or entity except for the parties.

24 27. Counterparts: This Agreement may be signed in counterparts, each of which is
25 an original, and all of which together constitute this Agreement.

26 28. Electronic Signatures: The parties agree that this Agreement may be executed
27 by electronic signature as provided in this section. An "electronic signature" means any symbol

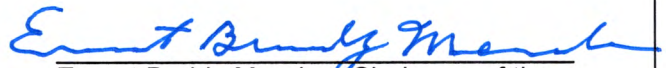
1 or process intended by an individual signing this Agreement to represent their signature,
2 including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten
3 signature; or (3) an electronically scanned and transmitted (for example by PDF document)
4 version of an original handwritten signature. Each electronic signature affixed or attached to this
5 Agreement (1) is deemed equivalent to a valid original handwritten signature of the person
6 signing this Agreement for all purposes, including but not limited to evidentiary proof in any
7 administrative or judicial proceeding, and (2) has the same force and effect as the valid original
8 handwritten signature of that person. The provisions of this section satisfy the requirements of
9 Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
10 Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature
11 represents that it has undertaken and satisfied the requirements of Government Code section
12 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
13 upon that representation. This Agreement is not conditioned upon the parties conducting the
14 transactions under it by electronic means and either party may sign this Agreement with an
15 original handwritten signature.

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

18 Liebert Cassidy Whitmore

COUNTY OF FRESNO

19 

20 

21 Shelline K. Bennett, Managing Partner

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno,

22 5250 North Palm Avenue, Suite 310
Fresno, California 93704

23 **Attest:**
Bernice E. Seidel
24 Clerk of the Board of Supervisors
County of Fresno, State of California

25 By: 
26 Deputy

27 For accounting use only:

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|----|--------------------|
| 1 | Org No.: 0001 |
| | Account No.: 10000 |
| 2 | Fund No.: 10100500 |
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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).

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