

AGREEMENT FOR SPECIALIZED LEGAL SERVICES**(BOND COUNSEL SERVICES FOR SPECIAL PROJECTS - FISCAL YEAR 2021-22)**

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of March, 2021, 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").

Recitals

A. COUNTY may from time to time need to seek the advice of bond counsel for special projects in connection with municipal finance issues.

B. COUNTY wishes to engage the specialized legal services of bond 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 expected not 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): Arto C. Becker, Russell A. Miller, Diane K. Quan, and Brian Organ, 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. ATTORNEY may not replace any of the aforementioned key persons named above without the prior, express, written approval of County Counsel, or his or her designee. In case of death, illness or other incapacity, or departure of any of the foregoing key

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

3 A. Scope of Work: From time to time, County Counsel, or his or her
4 designee, may request ATTORNEY to perform specialized legal services in connection with
5 various municipal financing matters, each which is a "project," or all of which also may be
6 referred to collectively as "projects." Such projects also may cover bond counsel services to
7 COUNTY arising due to requests from outside agencies. Upon County Counsel's, or his or her
8 designee's, written request to perform such services, and ATTORNEY's written
9 acknowledgment that ATTORNEY will provide such services, ATTORNEY shall perform such
10 services pursuant to the terms and conditions of this Agreement. Notwithstanding the foregoing
11 provisions of this subsection 1.A., in the event of exigent circumstances, County Counsel may
12 make such request orally, and County Counsel and ATTORNEY shall within a reasonable time
13 thereafter document such 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 his or her 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 municipal
6 finance matter for which he or she is 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 his or her
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 municipal finance concepts to County
16 Counsel, or his or her designee, so that County Counsel, or his or her designee, has a clear
17 and complete understanding of the relevant issues and facts of a matter; and

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

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

1 invoices for the performance of services under this Agreement and resolving same to the
2 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 Arto C. Becker \$575

7 Russell A. Miller \$575

8 Diane K. Quan \$540

9 Brian Organ \$540

10 Associates: \$350

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

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

26 In addition, ATTORNEY shall be reimbursed for reasonable, and necessary out-of-
27 pocket expenses, as follows: telephone charges, telephonic facsimile transmission charges,

1 computer research charges, filing fees, courier charges, postage charges, printing and
2 photographic reproduction expenses, in-State travel, and all such directly-related expenses.

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

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

- 1 A. The specific nature of each task performed as services under this
2 Agreement;
- 3 B. The name of the person performing each such task;
- 4 C. The number of hours worked by each such person for each such task;
- 5 D. The hourly rate per each such person performing each such task; and
- 6 E. The related, reasonable and necessary, out-of-pocket expenses
7 incurred, as provided for in section 3 of this Agreement.

8 In addition to the requirements of this section 4 of this Agreement, each invoice shall set
9 forth a summary of hours worked by each partner and associate lawyer, and paralegal for the
10 applicable billing period. Furthermore, each such invoice shall set forth the product of such
11 summary of hours worked by each person multiplied by such person's billing rate, as set forth
12 herein (e.g., Mr. Becker's total hours worked = 10 hours; Mr. Becker's hourly billing rate is \$575;
13 10 hours x Mr. Becker's billing rate of \$575 per hour = \$5,750).

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

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

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

1 reasonable access to all of these records for the purposes of audit of this Agreement.

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

5 5. Term of Agreement: This Agreement shall be effective as of July 1, 2021. At any
6 time during the period of July 1, 2021, through and including June 30, 2022, the County Counsel,
7 or his or her designee, may authorize ATTORNEY to perform any work under section 1 of this
8 Agreement, and ATTORNEY's performance of such work may occur during such period, or may
9 occur any time after June 30, 2022.

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

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

1 hereof.

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

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

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

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

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

24 B. Comprehensive general liability insurance with limits of coverage of not
25 less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four
26 Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. ATTORNEY
27 shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents,

employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY is excess only and not contributing with insurance provided under ATTORNEY's policy.

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

C. Workers compensation insurance as required by the California Labor Code.

Additional Insurance Requirements

Within 30 days after ATTORNEY signs this Agreement, 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) All insurance certificates 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) COUNTY, 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

1 and any other insurance, or self-insurance, maintained by COUNTY shall be
2 excess only and not contributing with insurance provided under ATTORNEY's
3 policy.

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

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

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

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

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

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

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

19 If any of the insurance policies required to be maintained under this section 8 of this
20 Agreement have a self-insured retention, such self-insured retentions shall be funded by
21 ATTORNEY and approved by COUNTY's Department of Human Resources, Risk Management
22 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 upon
25 COUNTY and ATTORNEY and their respective successors, executors, administrators, legal
26 representatives, and assigns with respect to all the covenants and conditions set forth herein.

27 10. Assignment and Subcontracting: Notwithstanding anything stated to the contrary

in section 9 of this Agreement, neither party hereto shall assign, transfer, or sub-contract this Agreement nor its rights or duties hereunder without the written consent of the other.

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

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

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

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

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

COUNTY

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

ATTORNEY

Arto C. Becker
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 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 submitting it to COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

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

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

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

13 20. Electronic Signatures: The parties agree that this Agreement may be executed
14 by electronic signature as provided in this section. An “electronic signature” means any symbol
15 or process intended by an individual signing this Agreement to represent their signature,
16 including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten
17 signature; or (3) an electronically scanned and transmitted (for example by PDF document) of
18 a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is
19 deemed equivalent to a valid original handwritten signature of the person signing this
20 Agreement for all purposes, including but not limited to evidentiary proof in any administrative
21 or judicial proceeding, and (2) has the same force and effect as the valid original handwritten
22 signature of that person. The provisions of this section satisfy the requirements of Civil Code
23 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division
24 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature
25 represents that it has undertaken and satisfied the requirements of Government Code section
26 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
27 upon that representation. This Agreement is not conditioned upon the parties conducting the

1 transactions under it by electronic means and either party may sign this Agreement with an
2 original handwritten signature.

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

5 HAWKINS DELAFIELD & WOOD LLP

COUNTY OF FRESNO

6 By Arto C. Becker
7 Arto C. Becker
8 Partner

By Steve Brandau
Steve Brandau, Chairman of the
Board of Supervisors of the
County of Fresno

10 ATTEST:

11 BERNICE E. SEIDEL
12 Clerk of the Board of Supervisors
13 County of Fresno, State of California

14 By Russell C. Cuyler
15 Deputy

16 ORG: 2540
17 FUND: 0001
18 ACCOUNT: 7295
19 SUBCLASS: 10000

20 Special Projects Agreement FY 2021-22
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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).

(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)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	