

**AGREEMENT FOR SPECIALIZED LEGAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of December, 2025, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and the law firm of Whitney, Thompson & Jeffcoach, LLP ("ATTORNEY").

**Recitals**

A. COUNTY may from time to time need to seek the advice of specialized legal counsel in employment litigation matters.

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): Mandy Jeffcoach, partner 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 aforementioned 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 foregoing key persons, ATTORNEY shall provide a replacement of at least equal professional ability and experience as the key person replaced.

1           A.     Scope of Work: From time to time, County Counsel, or their designee,  
2 may request ATTORNEY to perform specialized legal services in connection with employment  
3 litigation matters ("Action" or "Actions"). Upon County Counsel's, or their designee's, written  
4 request to perform such services, and ATTORNEY's written acknowledgment that ATTORNEY  
5 will provide such services, ATTORNEY shall perform such services pursuant to the terms and  
6 conditions of this Agreement. Notwithstanding the foregoing provisions of this subsection 1.A.,  
7 in the event of exigent circumstances, County Counsel may make such request orally, and  
8 County Counsel and ATTORNEY shall within a reasonable time thereafter document such  
9 request for services and acknowledgment thereof.

10           B.     Authorization to Proceed with Work: ATTORNEY shall commence  
11 performance of services for an Action upon receiving authorization to proceed with work from  
12 the County Counsel, or their designee.

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

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

22           In the performance of the tasks identified in section 1 under this Agreement, ATTORNEY  
23 shall provide only those services that are necessary to carry out such tasks in an efficient and  
24 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 personal  
27 integrity, and exercises good judgment;

1 B. the lawyer has experience and expertise in the particular Action for which  
2 they are providing services;

3 C. the lawyer has exceptional technical legal skills;

4 D. the lawyer vigorously represents COUNTY so that COUNTY's  
5 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 Counsel  
10 regarding same;

11 H. the lawyer explains complex employment law concepts, including Title  
12 VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. section 2000e, et seq., the Fair  
13 Employment and Housing Act ("FEHA"), Government Code section 12940, et seq., Labor Code  
14 section 6401.9, and case law and other statutes related to the aforementioned, to County  
15 Counsel, or their designee, so that County Counsel, or their designee, has a clear and complete  
16 understanding of the relevant issues and facts of a matter; and

17 I. the lawyer cooperates with County Counsel, or their 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 those tasks,  
20 to the reasonable satisfaction of COUNTY, that relate to the subject matter of this Agreement.

21 **The maximum compensation payable to ATTORNEY under this agreement is \$500,000.** It  
22 is understood that COUNTY shall **not** be obligated to compensate ATTORNEY for any work,  
23 services, or functions performed by ATTORNEY: (i) in seeking to obtain COUNTY's business  
24 or negotiating with COUNTY to enter into this Agreement or (ii) in providing COUNTY with  
25 documentation, explanations, or justifications concerning the adequacy or accuracy of its  
26 invoices for the performance of services under this Agreement and resolving same to the  
27 reasonable satisfaction of COUNTY. However, COUNTY understands and agrees that should

1 the fees and costs near \$500,000, COUNTY shall negotiate in good faith with ATTORNEY to  
2 amend this Agreement so that the Services can be completed.

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	<u>Mandy Jeffcoach</u>	\$425
6	<u>Other Partners</u>	\$400
7	<u>Associates</u>	\$300
8	<u>Paraprofessionals,</u>	
9	<u>Legal Assistants, and</u>	
	<u>Other Litigation Support</u>	\$150

10  
11 In addition, ATTORNEY shall be reimbursed for reasonable, and necessary out-of-  
12 pocket expenses, as follows: telephone charges, telephonic facsimile transmission charges,  
13 computer research charges, filing fees, courier charges, postage charges, printing and  
14 photographic reproduction expenses, in-State travel, and all such directly-related expenses.

15 It is understood that ATTORNEY shall not be reimbursed for its secretarial or clerical  
16 services (including overtime hours worked), or normal office operating expenses, with the  
17 exception of those charges and expenses stated in the immediately preceding paragraph of this  
18 Agreement. In addition, ATTORNEY shall not be reimbursed for its secretarial or clerical  
19 services performed or expenses incurred, regardless of whether such tasks are performed or  
20 expenses are incurred by ATTORNEY's partners, associate lawyers, or anyone else. Upon  
21 approval by the County Counsel or their designee, ATTORNEY may use paralegals to perform  
22 services under this Agreement. Under no circumstances shall COUNTY compensate  
23 ATTORNEY for secretarial or clerical work performed by paralegals. Furthermore, COUNTY  
24 shall not compensate ATTORNEY for work performed by paralegals where such work ordinarily  
25 is performed by licensed attorneys, including legal research and legal document drafting.

26 4. Payment and Record-Keeping: Subject to section 3 of this Agreement, payment  
27 of compensation for the services provided under this Agreement and reimbursement for related,

1 reasonable and necessary out-of-pocket expenses incurred shall be made by COUNTY after  
2 submission of an itemized invoice by ATTORNEY to the County Counsel, which invoice may  
3 be submitted in the month following the month in which such services were rendered or  
4 expenses incurred, or from time to time as such invoice is requested by County Counsel or their  
5 designee. All payments of compensation and reimbursement for related, reasonable and  
6 necessary out-of-pocket expenses incurred shall be made by COUNTY no later than forty-five  
7 (45) days following the date that COUNTY receives a properly completed invoice requesting  
8 the payment for such services rendered and expenses incurred. COUNTY shall remit any  
9 payment to ATTORNEY's address specified in the invoice for payment.

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

- 13 A. The specific nature of each task performed as services under this  
14 Agreement;
- 15 B. The name of the person performing each such task;
- 16 C. The number of hours worked by each such person for each such task;
- 17 D. The hourly rate per each such person performing each such task; and
- 18 E. The related, reasonable and necessary, out-of-pocket expenses  
19 incurred, as provided for in section 3 of this Agreement.

20 In addition to the requirements of this section 4 of this Agreement, each invoice shall set  
21 forth a summary of hours worked by each partner and associate lawyer, and paralegal (if  
22 compensable under section 3 of this Agreement) for the applicable billing period. Furthermore,  
23 each such invoice shall set forth the product of such summary of hours worked by each person  
24 multiplied by such person's billing rate, as set forth herein (e.g., lawyer's total hours worked =  
25 10 hours; lawyer's hourly billing rate is \$425; 10 hours x lawyer's billing rate of \$425 per hour =  
26 \$4,250).

27 In preparing invoices, ATTORNEY shall segregate each task performed on a daily basis.

1 If requested by County Counsel, or their designee, ATTORNEY shall segregate work performed  
2 and related, reasonable and necessary, out-of-pocket expenses incurred on the basis of each  
3 project. ATTORNEY shall not combine unrelated tasks as a single entry in lieu of setting forth  
4 the hours of work performed by a partner, associate lawyer, or paralegal on each specific task.

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

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

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

17 5. Term of Agreement: This Agreement shall be effective as of December 9, 2025,  
18 and shall continue in effect through the pendency of all Actions upon which ATTORNEY is  
19 engaged, unless earlier terminated hereunder by either or both parties.

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

27 6. Independent Contractor: In performance of the work, duties and obligations

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

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

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

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

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

5 A. Professional liability insurance with limits of not less than One Million  
6 Dollars (\$1,000,000.00) per occurrence, and Three Million Dollars (\$3,000,000.00) annual  
7 aggregate.

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

17 C. [Reserved.]

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

20 E. Additional Insurance Requirements

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

27 (i) Each insurance certificate must state that: (1) the insurance coverage has been



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

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

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

19 For each insurance policy required under this Agreement, ATTORNEY shall provide to  
20 COUNTY, or ensure that the policy requires the insurer to provide to COUNTY, written notice  
21 of any cancellation or change in the policy as required in this paragraph. For cancellation of the  
22 policy for nonpayment of premium, ATTORNEY shall, or shall cause the insurer to, provide  
23 written notice to COUNTY not less than 10 days in advance of cancellation. For cancellation of  
24 the policy for any other reason, and for any other change to the policy, ATTORNEY shall, or  
25 shall cause the insurer to, provide written notice to COUNTY not less than 30 days in advance  
26 of cancellation or change. COUNTY in its sole discretion may determine that the failure of  
27 ATTORNEY or its insurer to timely provide a written notice required by this paragraph is a

1 breach of this Agreement.

2 If ATTORNEY has or obtains insurance with broader coverage, higher limits, or both,  
3 than what is required under this Agreement, then COUNTY requires and is entitled to the  
4 broader coverage, higher limits, or both. To that end, ATTORNEY shall deliver, or cause its  
5 broker or producer to deliver, to COUNTY's Risk Manager copies of insurance policies that have  
6 such broader coverage, higher limits, or both, as produced by the broker or producer, and  
7 certificates of insurance and endorsements for all of the coverages that have such broader  
8 coverage, higher limits, or both, as required under this Agreement.

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

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

19 In addition to its obligations set forth above, ATTORNEY agrees that it shall maintain, at  
20 its sole expense, in full force and effect for a period of three (3) years following the termination  
21 of this Agreement a policy of professional liability insurance with limits of coverage of not less  
22 than One Million Dollars (\$1,000,000.00) per occurrence; provided, however, in the event that  
23 ATTORNEY does not maintain such policy of insurance for such entire three (3) year period,  
24 ATTORNEY shall maintain, at its sole expense, in full force and effect extended claims reporting  
25 coverage insurance in lieu thereof in the amount of not less than One Million Dollars  
26 (\$1,000,000.00) per occurrence.

27 If any of the insurance policies required to be maintained under this section 8 of this

1 Agreement have a self-insured retention, such self-insured retentions shall be funded by  
2 ATTORNEY and approved by COUNTY's Department of Human Resources, Risk Management  
3 Division.

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

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

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

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

13 12. Conflict of Interest: ATTORNEY and COUNTY recognizes that ATTORNEY is  
14 currently representing the City of Fresno in the matter styled *City of Fresno v. County of Fresno*,  
15 Fresno Case No. 24CECG01199 and that ATTORNEY is acting as local counsel in that matter.  
16 This representation implicates California Rule of Professional Conduct, Rule 1.7(b), which  
17 provides:

18 "A lawyer shall not, without informed written consent\* from each affected client  
19 and compliance with paragraph (d), represent a client if there is a significant risk  
20 the lawyer's representation of the client will be materially limited by the lawyer's  
responsibilities to or relationships with another client, a former client or a third  
person,\* or by the lawyer's own interests."

21 Subparagraph (d) of Rule 1.7 provides in pertinent part:

22 "(d) Representation is permitted under this Rule only if the lawyer complies with  
23 paragraphs (a), (b), and (c) and:

24 (1) the lawyer reasonably believes the lawyer will be able to  
25 provide competent and diligent representation to each affected  
client;

26 (2) the representation is not prohibited by law; and  
27

1 (3) the representation does not involve the assertion of a claim by  
2 one client against another client represented by the lawyer in the  
3 same litigation or other proceeding before tribunal.”

4 Although ATTORNEY does not believe there is any “significant risk” that our  
5 representation of the City of Fresno poses any conflict to our representation of COUNTY in this  
6 matter, out of an abundance of caution we are making this disclosure. By signing below,  
7 COUNTY ACKNOWLEDGES that it has been afforded the opportunity to seek independent  
8 counsel on this matter, agrees no conflict exists and agrees to proceed with ATTORNEY’s  
9 services.

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 of its  
12 services and representation to COUNTY under this Agreement will not result in a “conflict of  
13 interest.” In the event a “conflict of interest” occurs, ATTORNEY will request COUNTY’s Board  
14 of Supervisors to waive such “conflict of interest” on a case-by-case basis. For purposes of this  
15 paragraph 12, the phrase “conflict of interest” has the same meaning as in the California Rules  
16 of Professional Conduct.

17 COUNTY understands that ATTORNEY represents other public entities and agrees not  
18 to see to disqualify ATTORNEY from other matters in which multiple public entities are involved  
19 based on the representation under this Agreement.

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

<u>COUNTY</u>	<u>ATTORNEY</u>
County Counsel COUNTY OF FRESNO 2220 Tulare Street, 5th Floor Fresno, CA 93721	Mandy Jeffcoach WHITNEY, THOMPSON & JEFFCOACH 970 W. Alluvial Avenue Fresno, CA 93711

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.

1 Members of the Board of Directors shall disclose any self-dealing transactions that they are a  
2 party to by completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit A) and  
3 submitting it to COUNTY prior to commencing with the self-dealing transaction or immediately  
4 thereafter.

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

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

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

17 20. Electronic Signatures: The parties agree that this Agreement may be executed  
18 by electronic signature as provided in this section. An "electronic signature" means any symbol  
19 or process intended by an individual signing this Agreement to represent their signature,  
20 including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten  
21 signature; or (3) an electronically scanned and transmitted (for example by PDF document)  
22 version of an original handwritten signature. Each electronic signature affixed or attached to this  
23 Agreement (1) is deemed equivalent to a valid original handwritten signature of the person  
24 signing this Agreement for all purposes, including but not limited to evidentiary proof in any  
25 administrative or judicial proceeding, and (2) has the same force and effect as the valid original  
26 handwritten signature of that person. The provisions of this section satisfy the requirements of  
27 Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,

1 Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature  
2 represents that it has undertaken and satisfied the requirements of Government Code section  
3 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely  
4 upon that representation. This Agreement is not conditioned upon the parties conducting the  
5 transactions under it by electronic means and either party may sign this Agreement with an  
6 original handwritten signature.

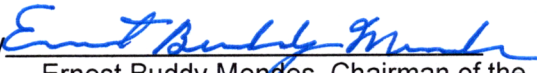
7 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
8 executed as of the day and year first above written.

9 WHITNEY, THOMPSON & JEFFCOACH

COUNTY OF FRESNO

10 

11 By

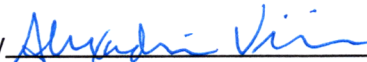
  
Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the  
County of Fresno

12 Mandy Jeffcoach  
13 Partner

**Attest:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

16 By

  
Deputy

17 ORG: 2540, 89250100  
18 FUND: 0001, 1060  
19 ACCOUNT: 7295  
20 SUBCLASS: 10000

## 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>	