

**AGREEMENT FOR SPECIALIZED LEGAL SERVICES
(BOND COUNSEL SERVICES FOR SPECIAL PROJECTS - FISCAL YEAR 2017–18)**

THIS AGREEMENT (“Agreement”) is made and entered into this 28th day of February, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (“COUNTY”), and the law firm of HAWKINS DELAFIELD & WOOD, LLP (“ATTORNEY”).

WITNESSETH:

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

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

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

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

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

1. Employment of Attorney: COUNTY hereby hires ATTORNEY as an independent contractor through the services of the following key person(s): Arto C. Becker, Esq., Russell A. Miller, Esq., Diane K. Quan, Esq., and Brian Organ, Esq., partners of ATTORNEY; and such other partners of, and associate lawyers and staff members employed by, ATTORNEY as ATTORNEY deems necessary, and which COUNTY’s County Counsel (“County Counsel”), or his or her designee, approves pursuant to paragraph 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

1 reasonably deems prudent and necessary under the circumstances. It is understood that
2 ATTORNEY may not replace any of the aforementioned key persons named above without the
3 prior, express, written approval of County Counsel, or his or her designee. In case of death,
4 illness or other incapacity of any of the foregoing key persons, ATTORNEY shall provide a
5 replacement of at least equal professional ability and experience as the key person replaced.

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

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

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

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

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

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

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

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

11 C. the lawyer has exceptional technical legal skills;

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

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

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

17 G. the lawyer anticipates potential problems and advises County Counsel
18 regarding same;

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

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

25 3. Compensation of ATTORNEY: COUNTY shall be obligated to compensate
26 ATTORNEY pursuant to the terms and conditions of this Agreement only for the performance
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1 of those tasks, to the reasonable satisfaction of COUNTY, which are related to the subject
2 matter of this Agreement. It is understood that COUNTY shall **not** be obligated to compensate
3 ATTORNEY for any work, services, or functions performed by ATTORNEY: (i) in seeking to
4 obtain COUNTY's business or negotiating with COUNTY to enter into this Agreement or (ii)
5 in providing COUNTY with documentation, explanations, or justifications concerning the
6 adequacy or accuracy of its invoices for the performance of services under this Agreement and
7 resolving same to the reasonable satisfaction of COUNTY.

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

10 Partners:

11 Arto C. Becker	\$550
12 Russell A. Miller	\$550
13 Diane K. Quan	\$518
14 Brian Organ	\$362

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

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

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

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

4. Payment and Record-keeping: Subject to paragraph 3 of this Agreement, payment of compensation for the services provided under this Agreement and reimbursement for related, reasonable and necessary out-of-pocket expenses incurred shall be made by COUNTY after submission of an itemized invoice by ATTORNEY to the County Counsel, which invoice may be submitted in the month following the month in which such services were rendered or expenses incurred, or from time to time as such invoice is requested by County Counsel or his or her designee. All payments of compensation and reimbursement for related, reasonable and necessary out-of-pocket expenses incurred shall be made by COUNTY no later

1 than forty-five (45) days following the date that COUNTY receives a properly completed
2 invoice requesting the payment for such services rendered and expenses incurred.

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

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

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

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

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

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

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

5. Term of Agreement: This Agreement shall be effective as of July 1, 2017. At any time during the period of July 1, 2017, through and including June 30, 2018, the County Counsel, or his or her designee, may authorize ATTORNEY to perform any work under paragraph 1 of this Agreement, and ATTORNEY's performance of such work may occur during such period, or may occur any time after June 30, 2018.

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

6. Independent Contractor: In performance of the work, duties and obligations assumed by ATTORNEY under this Agreement, it is mutually understood and agreed that ATTORNEY, including any and all of ATTORNEY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an

1 independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
2 associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
3 direct the manner or method by which ATTORNEY shall perform its obligations under this
4 Agreement. However, COUNTY shall retain the right to administer this Agreement so as to
5 verify that ATTORNEY is performing its obligations in accordance with the terms and
6 conditions hereof. ATTORNEY and COUNTY shall comply with all applicable provisions of
7 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
8 matters of the subject hereof.

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

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

25 The provisions of this paragraph 7 shall survive the termination of this Agreement.

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

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

5 B. A policy of comprehensive general liability insurance with limits of
6 coverage of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence. The
7 policy of comprehensive general liability shall be written on a per occurrence basis. (Such
8 insurance shall include automobile insurance coverage, provided however, if ATTORNEY
9 maintains comprehensive general liability insurance that does not cover a loss in connection
10 with an automobile, ATTORNEY shall also obtain and maintain automobile liability insurance
11 coverage with limits of coverage of not less than One Hundred Thousand and No/100 Dollars
12 (\$100,000.00) per person and Three Hundred Thousand and No/100 Dollars (\$300,000.00) per
13 occurrence and shall be written to cover all vehicles or owned and non-owned vehicles); and

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

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

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

ATTORNEY shall provide to County Counsel a certificate of insurance for all the foregoing policies and an endorsement to ATTORNEY's comprehensive general liability insurance policy (and, to ATTORNEY's automobile liability insurance policy, if such policy is at any time maintained separately from the comprehensive general liability insurance policy) naming COUNTY as an additional insured, as stated above, which are acceptable to COUNTY's Department of Human Resources, Risk Management Division, evidencing proof of such insurance coverages required herein prior to performing any services under this Agreement.

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

If either the professional liability or comprehensive general liability insurance policies

1 (or, the automobile liability insurance policy, if such policy is at any time maintained
2 separately from the comprehensive general liability insurance policy) required to be
3 maintained pursuant to this paragraph 8 of this Agreement, or both (or all of them, as the case
4 may be), have a self-insured retention, such self-insured retentions shall be funded by
5 ATTORNEY and approved by COUNTY's Department of Human Resources, Risk
6 Management Division.

7 The provisions of this paragraph 8 shall survive the termination of this Agreement.

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

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

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

17 12. Conflict of Interest: ATTORNEY promises, covenants, and warrants that, after
18 having performed a reasonable investigation, the performance of its services and representation
19 to COUNTY under this Agreement do not result in a "conflict of interest" as that term is used
20 in the Rules of Professional Conduct of the State Bar of California. In the event a "conflict of
21 interest" occurs, ATTORNEY will request COUNTY's Board of Supervisors to waive such
22 "conflict of interest" on a case-by-case basis.

23 13. Further Assurances by ATTORNEY: ATTORNEY represents that it has read
24 and is familiar with Government Code §§ 1090 et seq. and §§ 87100 et seq. ATTORNEY
25 promises, covenants, and warrants that, after having performed a reasonable investigation, the
26 performance of its services under this Agreement shall not result in or cause a violation by it of
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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, Esq.
Hawkins Delafield & Wood, LLP
Wells Fargo Center
333 South Grand Avenue, Suite 3650
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, by an overnight commercial courier service, or by telephonic facsimile transmission. 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 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 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. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. 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

1 section 810).

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

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

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

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

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

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

3
4 **ATTORNEY:**

5 HAWKINS DELAFIELD & WOOD, LLP

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

9 **COUNTY:**

10 COUNTY OF FRESNO,
11 a political subdivision of the
12 State of California

13 By Brian Pacheco
14 Brian Pacheco, Chairman
15 Board of Supervisors

16 **ATTEST:**

17 BERNICE E. SEIDEL, Clerk
18 Board of Supervisors

19 By Susan Bishop
20 Deputy

21 ///

22 ///

23 ///

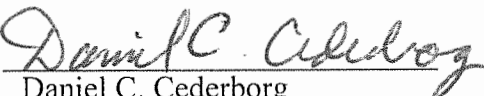
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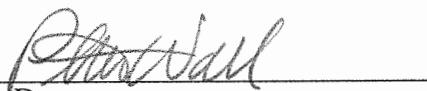
1 REVIEWED AND RECOMMENDED
2 FOR APPROVAL:

3 By: 
4 Daniel C. Cederborg
County Counsel

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6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, CPA,
AUDITOR-CONTROLLER/TREASURER-
TAX COLLECTOR

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9 By: 
Deputy

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11 APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

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13 By: 
Deputy

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15 ORG: 0710
FUND: 0001
16 ACCOUNT: 7295
SUBCLASS: 10000

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18 Hawkins Special Projects Agreement FY 2017-2018
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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:	