

**AGREEMENT FOR SPECIALIZED LEGAL SERVICES**

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

**Recitals**

A. COUNTY may from time to time need to seek the advice of specialized legal counsel, as authorized by Government Code section 31000, to perform services as lead negotiator on behalf of Human Resources (HR) for the Memorandum of Understanding (MOU) bargaining tables and provide advice related thereto.

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

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

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

**The parties therefore agree as follows:**

1. Engagement of Attorney: COUNTY hereby engages ATTORNEY as an independent contractor through the services of the following key person(s): Shelline K. Bennett, 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 Director of Human Resources ("Director"), or their designee, approves pursuant to section 3 of this Agreement, except that the foregoing key persons may, from time to time, consult with such of ATTORNEY's other lawyers on a "limited basis" (as defined below) as ATTORNEY reasonably deems prudent and necessary under the circumstances. ATTORNEY may not replace any of the key persons named above without the prior, express, written approval of the Director, or

1 their designee. In case of death, illness or other incapacity, or departure of any of the foregoing  
2 key persons, ATTORNEY shall provide a replacement of at least equal professional ability and  
3 experience as the key person replaced.

4           A.     Scope of Work: From time to time, the Director, or their designee, may  
5 request ATTORNEY to perform specialized legal services in connection with the conduct of  
6 MOU negotiations, whether as lead negotiator or in providing advice pertaining thereto, and  
7 including but not limited to, caucuses, review of proposals, and appearance in closed session,  
8 each of which is a "project," or all of which also may be referred to collectively as "projects."  
9 Upon the Director's, or their designee's, written request to perform such services, and  
10 ATTORNEY's written acknowledgment that ATTORNEY will provide such services,  
11 ATTORNEY shall perform such services pursuant to the terms and conditions of this  
12 Agreement. Notwithstanding the foregoing provisions of this subsection 1.A., in the event of  
13 exigent circumstances, the Director may make such request orally, and the Director and  
14 ATTORNEY shall within a reasonable time thereafter document such request for services and  
15 acknowledgment thereof.

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

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

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

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

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

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

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

9 C. the lawyer has exceptional technical legal skills;

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

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

13 F. the lawyer is reasonably available when the Director, or their designee,  
14 needs to consult with the lawyer on short notice;

15 G. the lawyer anticipates potential problems and advises the Director  
16 regarding same;

17 H. the lawyer explains complex labor and negotiations matters to the  
18 Director, or their designee, so that the Director, or their designee, has a clear and complete  
19 understanding of the relevant issues and facts of a matter; and

20 I. the lawyer cooperates with the Director, or their 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 **Subject to increases under section 5, below, the maximum compensation payable to**  
25 **ATTORNEY under this agreement is \$300,000.** It is understood that COUNTY shall not be  
26 obligated to compensate ATTORNEY for any work, services, or functions performed by  
27 ATTORNEY: (i) in seeking to obtain COUNTY's business or negotiating with COUNTY to enter

1 into this Agreement or (ii) in providing COUNTY with documentation, explanations, or  
2 justifications concerning the adequacy or accuracy of its invoices for the performance of  
3 services under this Agreement and resolving same to the reasonable satisfaction of COUNTY.

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

6 Partners:

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

8 Associates: \$340

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

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 the Director, or their  
14 designee, provide additional partners of, or associate lawyers employed by its firm to perform  
15 significant services under this Agreement, provided that such additional persons who are  
16 consulted or who provide significant services are compensated by COUNTY for performance of  
17 tasks under this Agreement at a rate not to exceed each such person's customary billing rate  
18 per hour for local governmental entities. Notwithstanding anything stated to the contrary in this  
19 section, the term "limited basis" means fifteen (15) hours or less worked by each of  
20 ATTORNEY's lawyers, other than the lawyers identified above, per month or fraction thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8         Each such extension shall increase the maximum compensation payable under this  
9 Agreement, as provided in section 3, above, by \$75,000. If both such extensions are executed  
10 according to the terms and conditions of this Agreement, the maximum compensation payable  
11 under this Agreement, as provided in section 3, above, and as increased by this section 5, is  
12 \$450,000. The ATTORNEY shall not be paid for any services or costs above this limit without a  
13 written modification of this Agreement executed by both parties. During the initial three-year  
14 term of this Agreement, the ATTORNEY shall notify County in writing when the value of its  
15 accrued services, whether billed or not yet billed to the County, has reached the amount of  
16 \$150,000 and again when and if the value of its accrued services, whether billed or not yet billed  
17 to the County, has reached the amount of \$200,000.

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

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

1 performed to the date of termination of this Agreement, which are done to the reasonable  
2 satisfaction of COUNTY.

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

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

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



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

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

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

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

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

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

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

24 Additional Insurance Requirements

25 Within 30 days after ATTORNEY signs this Agreement, and at any time during the term  
26 of this Agreement as requested by the Director, ATTORNEY shall deliver, or cause its broker  
27 or producer to deliver, to the Department of Human Resources, Labor Relations Division, at

2220 Tulare Street, 16<sup>th</sup> Floor, Fresno, California 93721, or  
HRLaborRelations@fresnocountyca.gov, copies of insurance policies as produced by the  
broker or producer, and certificates of insurance and endorsements for all of the coverages  
required under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Director of Human Resources  
COUNTY OF FRESNO  
2220 Tulare Street,  
16th Floor  
Fresno, CA 93721  
[HRAdministration@fresnocountyca.gov](mailto:HRAdministration@fresnocountyca.gov)  
CC:  
[HRLaborRelations@fresnocountyca.gov](mailto:HRLaborRelations@fresnocountyca.gov)

ATTORNEY

Shelline Bennett, Managing Partner  
5250 North Palm Avenue, Suite 310  
Fresno, Ca, 93704  
[sbennett@lcwlegal.com](mailto:sbennett@lcwlegal.com)

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

1 next day delivery, addressed to the recipient. For all claims arising out of or related to this  
2 Agreement, nothing in this section establishes, waives, or modifies any claims presentation  
3 requirements or procedures provided by law, including but not limited to the Government  
4 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

5 16. Governing Law: The laws of the State of California govern all matters arising  
6 from or related to this Agreement.

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

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

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

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

24 Members of ATTORNEY's Board of Directors shall disclose any self-dealing  
25 transactions that they are a party to while ATTORNEY is providing goods or performing services  
26 under this Agreement. A self-dealing transaction shall mean a transaction to which the  
27 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 21. Entire Agreement: This Agreement, including its exhibit, is the entire agreement  
6 between COUNTY and ATTORNEY with respect to the subject matter of this Agreement and it  
7 supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
8 publications, and understandings of any nature unless those things are expressly included in  
9 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
10 exhibit and the terms of the exhibit, then the inconsistency will be resolved by giving precedence  
11 first to the terms of this Agreement without its exhibit, and then to the terms of the exhibit.

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

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

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

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

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

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

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

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

20   Liebert Cassidy Whitmore

COUNTY OF FRESNO

21 



22   Shelline K. Bennett, Managing Partner

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

23   5250 North Palm Avenue, Suite 310  
24   Fresno, California 93704

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

27   By:  Deputy



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For accounting use only:

Org No.: 0001

Account No.: 10000

Fund No.: 10100500

Subclass No.: 7295

## 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>	