

AGREEMENT FOR SPECIALIZED LEGAL SERVICES

(Specialized Municipal Litigation and Advisory Matters)

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of July, 2025, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and the law firm of BEST BEST & KRIEGER, LLP ("ATTORNEY").

Recitals

A. COUNTY may from time to time need to seek the representation or advice of special legal counsel in connection with specialized municipal litigation or advisory matters.

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

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): John H. Holloway, Guillermo A. Frias, and Mark A. Easter, partners of ATTORNEY; and such other partners of, and associate lawyers and staff members employed by, ATTORNEY as ATTORNEY deems necessary, and who COUNTY's County Counsel ("County Counsel"), or their designee, approves pursuant to section 3 of this Agreement, except that the foregoing key persons may, from time to time, consult with such of ATTORNEY's other lawyers on a "limited basis" (as defined below) as ATTORNEY reasonably deems prudent and necessary under the circumstances. ATTORNEY may not replace any of the 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,

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

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

13 B. Authorization to Proceed with Services: For each Matter, ATTORNEY
14 shall commence performance of services upon receiving authorization to proceed with such
15 services from County Counsel, or their designee.

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

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

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

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

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

4 B. the lawyer has experience and expertise in the particular specialized
5 municipal litigation or advisory Matter for which he or she is providing services;

6 C. the lawyer has exceptional technical legal skills;

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

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

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

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

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

17 **The maximum compensation payable to ATTORNEY under this Agreement is two**
18 **hundred fifty thousand dollars (\$250,000.00) for the Initial Term (defined in Section 5 of**
19 **this Agreement), and two hundred fifty thousand dollars (\$250,000.00) for the Extension**
20 **Term (defined in Section 5 of this Agreement). The maximum compensation payable to**
21 **ATTORNEY under this Agreement is five hundred thousand dollars (\$500,000.00) for the**
22 **entire term of the Agreement, including the Initial Term and the Extension Term.**

23 Whenever ATTORNEY accrues fees, costs or expenses eligible for reimbursement in
24 an amount in excess of 80% of the total maximum compensation payable under this Agreement,
25 whether during the Initial Term or the Extension Term, whether such fees, costs or expenses
26 have been billed to COUNTY or not, ATTORNEY shall so notify COUNTY in writing of this fact.

27 ATTORNEY acknowledges that COUNTY is a local government entity, and does so with

notice that COUNTY's powers are limited by the California Constitution and by State law, and with notice that ATTORNEY may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. ATTORNEY further acknowledges that COUNTY employees have no authority to pay ATTORNEY except as expressly provided in this Agreement.

It is understood that COUNTY shall not be obligated to compensate ATTORNEY for any work, services, or functions performed by ATTORNEY: (i) in seeking to obtain COUNTY's business or negotiating with COUNTY to enter into this Agreement or (ii) in providing COUNTY with documentation, explanations, or justifications concerning the adequacy or accuracy of its invoices for the performance of services under this Agreement and resolving same to the reasonable satisfaction of COUNTY.

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

<u>Partners</u>	<u>Rate</u>
John H. Holloway	\$440/hr
Guillermo A. Frias	\$440/hr
Mark A. Easter	\$440/hr
<u>Of Counsel</u>	\$440/hr
<u>Associates:</u>	
Casey Powell	\$365/hr
Andrew Saghian	\$365/hr
Henry Andriano	\$365/hr
<u>Paralegals approval by County Counsel or their designee:</u>	
Brittany Reyes	\$200/hr
Heather McCoy	\$200/hr
Marvin Cohen	\$200/hr

1 The foregoing lawyers may, from time to time, consult with such of ATTORNEY's other
2 lawyers on a "limited basis" as ATTORNEY reasonably deems prudent and necessary under
3 the circumstances, and ATTORNEY may also, upon the written approval of County Counsel, or
4 their designee, provide additional partners of, or associate lawyers employed by ATTORNEY
5 to perform significant services under this Agreement, provided that such additional persons who
6 are consulted or who provide significant services are compensated by COUNTY for
7 performance of tasks under this Agreement at a rate not to exceed each such person's
8 customary billing rate per hour for local governmental entities. Notwithstanding anything stated
9 to the contrary in this section, the term "limited basis" means fifteen (15) hours or less worked
10 by each of ATTORNEY's lawyers, other than the lawyers identified above, per month or fraction
11 thereof.

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

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

27 4. Payment and Record-keeping: Subject to section 3 of this Agreement, payment

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

11 ATTORNEY shall prepare its invoices in an organized manner that facilitates an efficient
12 review of the services performed and the eligible expenses incurred to provide COUNTY with a
13 clear and complete understanding of how much time was devoted to specific tasks and projects,
14 and the associated cost. All such invoices shall reflect accurately the tasks performed by
15 ATTORNEY under this Agreement:

16 A. ATTORNEY shall segregate services performed and related,
17 reasonable and necessary, out-of-pocket expenses incurred based on each Matter;

18 B. ATTORNEY shall segregate each task performed on a daily basis; and

19 C. ATTORNEY shall not combine unrelated tasks as a single entry in lieu of
20 setting forth the hours of work performed by a partner, associate lawyer, or paralegal on
21 each specific task.

22 In addition, all such invoices shall have sufficient detail as may be required by
23 COUNTY's Auditor-Controller/Treasurer-Tax Collector, including, but not limited to:

24 A. The specific nature of each task performed as services under this
25 Agreement;

26 B. The name of the person performing each such task;

27 C. The number of hours worked by each such person for each such task;

1 D. The hourly rate under this Agreement per each such person performing
2 each such task; and

3 E. The related, reasonable and necessary, eligible out-of-pocket expenses
4 incurred.

5 In addition to the forgoing requirements of this section 4, each invoice shall set forth a
6 summary of hours worked by each partner and associate lawyer, and paralegal (if compensable
7 under section 3 of this Agreement) for the applicable billing period. Furthermore, each such
8 invoice shall set forth the product of such summary of hours worked by each person multiplied
9 by such person's billing rate, as set forth herein (e.g., Mr. Holloway's total hours worked = 10
10 hours; Mr. Holloway's hourly billing rate is \$440; 10 hours x Mr. Holloway's billing rate of \$440
11 per hour = \$4,400)

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

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

20 5. Term of Agreement:

21 This Agreement is effective on July 8, 2025 through and including June 30, 2026 ("Initial
22 Term"), unless extended or terminated as provided herein.

23 At any time during the Initial Term, County Counsel, or their designee, may authorize
24 ATTORNEY to perform any services under section 1 of this Agreement, and ATTORNEY's
25 performance of such services may occur during the Initial Term, or may occur any time after the
26 Initial Term.

1 Extension: The term of this Agreement may be extended from July 1, 2026 through and
2 including June 30, 2027 ("Extension Term") only upon written approval of both parties not later
3 than June 1, 2026. County Counsel, or their designee, is authorized to sign the written approval
4 on behalf of COUNTY based on ATTORNEY's satisfactory performance. The extension of this
5 Agreement by COUNTY is not a waiver or compromise of any default or breach of this
6 Agreement by ATTORNEY existing at the time of the extension whether or not known to
7 COUNTY. Upon the parties' extension of this Agreement, this Agreement continues to be
8 effective during the Extension Term, unless terminated as provided herein, with the exception
9 of the hourly rates. All hourly rates shall be increased for the Extension Term beginning July 1,
10 2026, by the change in the cost of living for the most recently published twelve (12) month
11 period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth in
12 the San Francisco-Oakland-Hayward, CA, area (bi-monthly) provided, however, that such
13 adjustment shall never be lower than 0% and no more than 5%.

14 At any time during the Extension Term, County Counsel, or their designee, may
15 authorize ATTORNEY to perform any services under section 1 of this Agreement, and
16 ATTORNEY's performance of such services may occur during the Extension Term, or may
17 occur any time after the Extension Term.

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

25 6. Independent Contractor: In performance of the services, duties and obligations
26 assumed by ATTORNEY under this Agreement, it is mutually understood and agreed that
27 ATTORNEY, including any and all of ATTORNEY's officers, agents, and employees will at all

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

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

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

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

27 8. Insurance: Without limiting COUNTY's rights to obtain indemnification from

1 ATTORNEY or any third parties, ATTORNEY, at its sole expense, shall maintain in full force
2 and effect the following insurance policies throughout the entire term of this Agreement:

3 A. Professional liability insurance with limits of not less than one million
4 dollars (\$1,000,000) per covered event and three million dollars (\$3,000,000) annual aggregate.
5 If this is a claims-made policy, then (1) the policy must have an effective date that is retroactive
6 prior to the date on which services began under this Agreement, (2) ATTORNEY shall maintain
7 the policy and provide to the COUNTY annual evidence of insurance for not less than five years
8 after completion of the services under this Agreement, and (3) if the policy is cancelled or not
9 renewed, and not replaced with another claims-made policy with an effective date that is
10 retroactive prior to the date on which services began under this Agreement, then the
11 ATTORNEY shall purchase extended reporting coverage on its claims-made policy for a
12 minimum of five years after completion of services under this Agreement.

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

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

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

27 Additional Insurance Requirements

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

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

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

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

23 All such insurance policies shall be issued by insurers who have at least have an A.M.
24 Best, Inc. rating of A:VII or greater and shall be acceptable to COUNTY's Department of Human
25 Resources, Risk Management Division.

26 For each insurance policy required under this Agreement, ATTORNEY shall provide to
27 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 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
19 may be necessary to accomplish that waiver, but ATTORNEY's waiver of subrogation under
20 this 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 If any of the insurance policies required to be maintained under this section 8 of this
27 Agreement have a self-insured retention, such self-insured retentions shall be funded by

1 ATTORNEY and approved by COUNTY's Department of Human Resources, Risk Management
2 Division.

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

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

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

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

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

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

27 14. Compliance With Laws: ATTORNEY shall comply with all federal, state, and local

1 laws and regulations applicable to the performance of its obligations under this Agreement.

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

4 COUNTY

5 County Counsel
6 COUNTY OF FRESNO
7 2220 Tulare Street,
8 5th Floor
9 Fresno, CA 93721

ATTORNEY

John H. Holloway
Best Best & Krieger LLP
300 S. Grand Avenue
Suite 2500
Los Angeles, CA 90071

10 Either party may change their respective information set forth above in this section by
11 giving notice as provided in this section.

12 Each notice between COUNTY and ATTORNEY provided for or permitted under this
13 Agreement must be in writing, state that it is a notice provided under this Agreement, and be
14 delivered either by personal service, by first-class United States mail, by an overnight
15 commercial courier service, by telephonic facsimile transmission, or by Portable Document
Format (PDF) document attached to an email.

16 A. A notice delivered by personal service is effective upon service to the
17 recipient.

18 B. A notice delivered by first-class United States mail is effective three
19 COUNTY business days after deposit in the United States mail, postage prepaid,
20 addressed to the recipient.

21 C. A notice delivered by an overnight commercial courier service is effective
22 one COUNTY business day after deposit with the overnight commercial courier service,
23 delivery fees prepaid, with delivery instructions given for next day delivery, addressed
to the recipient.

24 D. A notice delivered by telephonic facsimile transmission or by PDF
25 document attached to an email is effective when transmission to the recipient is
26 completed (but, if such transmission is completed outside of COUNTY business hours,
27 then such delivery is deemed to be effective at the next beginning of a COUNTY

1 business day), provided that the sender maintains a machine record of the completed
2 transmission.

3 For all claims arising from or related to this Agreement, nothing in this Agreement
4 establishes, waives, or modifies any claims presentation requirements or procedures provided
5 by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
6 beginning with section 810).

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

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

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

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

27 If any part of this Agreement is found to violate any law or is found to be otherwise legally

1 defective, ATTORNEY and COUNTY shall use their best efforts to replace that part of this
2 Agreement with legal terms and conditions most readily approximating the original intent of the
3 parties.

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

7 20. No Third-Party Beneficiaries: This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties to this Agreement.

9 21. Headings: The headings and section titles in this Agreement are for convenience
10 only and are not part of this Agreement.

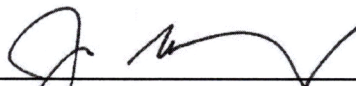
11 22. Electronic Signatures: The parties agree that this Agreement may be executed
12 by electronic signature as provided in this section. An "electronic signature" means any symbol
13 or process intended by an individual signing this Agreement to represent their signature,
14 including but not limited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

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 BEST BEST & KRIEGER, LLP

COUNTY OF FRESNO

4
5 By


John H. Holloway
Partner

By


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

6
7
8 ATTEST:

9 BERNICE E. SEIDEL
10 Clerk of the Board of Supervisors
County of Fresno, State of California

11
12 By


Deputy

13
14
15
16
17
18
19 Org: 56302005
Fund: 0001
20 Account: 7295
Subclass: 10000

21
22 Org: 2540
Fund: 0001
23 Account: 7295
Subclass: 10000
24
25
26
27

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:	