

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

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

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

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

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

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

1 efficient and effective manner.

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

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

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

7 C. the lawyer has exceptional technical legal skills;

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

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

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

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

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

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

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

1 invoices for the performance of services under this Agreement and resolving same to the
 2 reasonable satisfaction of COUNTY.

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

5	<u>Partners:</u>	
6	Arto C. Becker	\$575
7	Russell A. Miller	\$575
8	Diane K. Quan	\$540
9	Brian Organ	\$540
10	<u>Associates:</u>	\$350

11 The foregoing lawyers may, from time to time, consult with such of ATTORNEY’s other
 12 lawyers on a “limited basis” as ATTORNEY reasonably deems prudent and necessary under the
 13 circumstances, and ATTORNEY may also, upon the written approval of County Counsel, or his
 14 or her designee, provide additional partners of, or associate lawyers employed by its firm to
 15 perform significant services under this Agreement, provided that such additional persons who
 16 are consulted or who provide significant services are compensated by COUNTY for performance
 17 of 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 ATTORNEY’s
 20 lawyers, collectively, other than the lawyers identified above, per month or fraction thereof.

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

25 In addition, ATTORNEY shall be reimbursed for reasonable, and necessary out-of-
 26 pocket expenses, as follows: telephone charges, telephonic facsimile transmission charges,
 27 computer research charges, filing fees, courier charges, postage charges, printing and

1 photographic reproduction expenses, in-State travel, and all such directly-related expenses.

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

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

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

27 A. The specific nature of each task performed as services under this

1 Agreement;

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

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

4 D. The hourly rate per each such person performing each such task; and

5 E. The related, reasonable and necessary, out-of-pocket expenses incurred,

6 as provided for in section 3 of this Agreement.

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

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

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

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

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

4 5. Term of Agreement: This Agreement shall be effective as of July 1, 2020. At any
5 time during the period of July 1, 2020, through and including June 30, 2021, the County Counsel,
6 or his or her designee, may authorize ATTORNEY to perform any work under section 1 of this
7 Agreement, and ATTORNEY's performance of such work may occur during such period, or
8 may occur any time after June 30, 2021.

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

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

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

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

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

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

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

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

1 as the operations under this Agreement are concerned. Such coverage for additional insureds
 2 will apply as primary insurance and any other insurance, or self-insurance, maintained by the
 3 COUNTY is excess only and not contributing with insurance provided under ATTORNEY’s
 4 policy.

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

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

10 Additional Insurance Requirements

11 Within 30 days after ATTORNEY signs this Agreement, ATTORNEY shall deliver, or
 12 cause its broker or producer to deliver, to the County Counsel’s Office, at 2281 Tulare Street,
 13 Suite 304, Fresno, California 93721, or CountyCounselMailbox@fresnocountyca.gov, copies of
 14 insurance policies as produced by the broker or producer, and certificates of insurance and
 15 endorsements for all of the coverages required under this Agreement.

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

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

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

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

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

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

25 ATTORNEY waives its right to recover from the County, its officers, agents, employees,
 26 and volunteers any amounts paid under the policy of worker's compensation insurance required
 27 by this Agreement. ATTORNEY is solely responsible to obtain any policy endorsement that

1 may be necessary to accomplish that waiver, but ATTORNEY's waiver of subrogation under
2 this paragraph is effective whether or not ATTORNEY obtains such an endorsement.

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

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

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

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

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

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

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

1 parties hereto.

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

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

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

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

20 <u>COUNTY</u> 21 County Counsel 22 COUNTY OF FRESNO 23 2220 Tulare Street, 5th Floor Fresno, CA 93721	<u>ATTORNEY</u> Arto C. Becker Hawkins Delafield & Wood LLP 333 South Grand Avenue Los Angeles, CA 90071
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24 Any and all notices between COUNTY and ATTORNEY provided for or permitted
 25 under this Agreement must be in writing and delivered either by personal service, by first-class
 26 United States mail, or by an overnight commercial courier service. A notice delivered by
 27 personal service is effective upon service to the recipient. A notice delivered by first-class

1 United States mail is effective three (3) COUNTY business days after deposit in the United
2 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
3 commercial courier service is effective one (1) COUNTY business day after deposit with the
4 overnight commercial courier service, delivery fees prepaid, with delivery instructions given
5 for next day delivery, addressed to the recipient. For all claims arising out of or related to this
6 Agreement, nothing in this section establishes, waives, or modifies any claims presentation
7 requirements or procedures provided by law, including but not limited to the Government
8 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

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

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

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

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

1 included in this Agreement.

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

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

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[SIGNATURE PAGE FOLLOWS]

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

3 HAWKINS DELAFIELD & WOOD LLP

COUNTY OF FRESNO

4 By *Arto C. Becker*
5 Arto C. Becker
6 Partner

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

7

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ATTEST:

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

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By *Susan Bishop*
Deputy

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ORG: 2540
FUND: 0001
ACCOUNT: 7295
SUBCLASS: 10000

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Special Projects Agreement FY 2020-21

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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:	