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AGREEMENT FOR SPECIALIZED LEGAL SERVICES

(BOND COUNSEL SERVICES FOR SPECIAL PROJECTS - FISCAL YEAR 2023-24)

THIS AGREEMENT (“Agreement”) is made and entered into this 28th day of March, 2023, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (“COUNTY”), and the law firm of Hawkins Delafield & Wood LLP (“ATTORNEY”).

Recitals

- A. COUNTY may from time to time need to seek the advice of bond counsel for special projects in connection with municipal finance issues.
- B. COUNTY wishes to engage the specialized legal services of bond 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): Diane K. Quan, Russell A. Miller, Brian Organ, and Christina Togle, 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 Work: From time to time, County Counsel, or their designee,
 4 may request ATTORNEY to perform specialized legal services in connection with various
 5 municipal financing matters, each which is a “project,” or all of which also may be referred to
 6 collectively as “projects.” Such projects also may cover bond counsel services to COUNTY
 7 arising due to requests from outside agencies. Upon County Counsel’s, or their designee’s,
 8 written request to perform such services, and ATTORNEY’s written acknowledgment that
 9 ATTORNEY will provide such services, ATTORNEY shall perform such services pursuant to
 10 the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this
 11 subsection 1.A., in the event of exigent circumstances, County Counsel may make such request
 12 orally, and County Counsel and ATTORNEY shall within a reasonable time thereafter document
 13 such request for services and acknowledgment thereof.

14 B. Authorization to Proceed with Work: For each project, ATTORNEY shall
 15 commence performance of services upon receiving authorization to proceed with work from the
 16 County Counsel, or their 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, ATTORNEY
 27 shall provide only those services that are necessary to carry out such tasks in an efficient and

1 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 their
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 their designee, so that County Counsel, or their designee, has a clear and complete
17 understanding of the relevant issues and facts of a matter; and

18 I. the lawyer cooperates with County Counsel, or their designee, and other
19 members of the financing team, including amicably resolving disputes, if any, among financing
20 team members to the satisfaction of County Counsel, 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 It 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	Diane K. Quan	\$575
7	Russell A. Miller	\$575
8	Brian Organ	\$540
9	Christina Togle	\$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
 13 the circumstances, and ATTORNEY may also, upon the written approval of County Counsel, or
 14 their 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
 17 performance of tasks under this Agreement at a rate not to exceed each such person’s
 18 customary billing rate per hour for local governmental entities. Notwithstanding anything stated
 19 to the contrary in this section, the term “limited basis” means fifteen (15) hours or less worked
 20 by each of ATTORNEY’s lawyers, other than the lawyers identified above, per month or fraction
 21 thereof.

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

26 In addition, ATTORNEY shall be reimbursed for reasonable, and necessary out-of-
 27 pocket expenses, as follows: telephone charges, telephonic facsimile transmission charges,

1 computer research charges, filing fees, courier charges, postage charges, printing and
2 photographic reproduction expenses, in-State travel, and all such directly-related expenses.

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

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

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

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

8 In addition to the requirements of this section 4 of this Agreement, each invoice shall set
 9 forth a summary of hours worked by each partner and associate lawyer, and paralegal (if
 10 compensable under section 3 of this Agreement) for the applicable billing period. Furthermore,
 11 each such invoice shall set forth the product of such summary of hours worked by each person
 12 multiplied by such person’s billing rate, as set forth herein (*e.g.*, Ms. Quan’s total hours worked
 13 = 10 hours; Ms. Quan’s hourly billing rate is \$575; 10 hours x Ms. Quan’s billing rate of \$575
 14 per hour = \$5,750).

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

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

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

1 reasonable access to all of these records for the purposes of audit of this Agreement.

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

5 5. Term of Agreement: This Agreement shall be effective as of July 1, 2023. At any
6 time during the period of July 1, 2023, through and including June 30, 2024, the County Counsel,
7 or their designee, may authorize ATTORNEY to perform any work under section 1 of this
8 Agreement, and ATTORNEY's performance of such work may occur during such period, or may
9 occur any time after June 30, 2024.

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

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

1 hereof.

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

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

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

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

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

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

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

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

9 C. Workers compensation insurance as required by the laws of the State of
 10 California with statutory limits.

11 Additional Insurance Requirements

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

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

25 (ii) The comprehensive general liability insurance certificate must also state that: (1)
 26 the County of Fresno, its officers, agents, employees, and volunteers,
 27 individually and collectively, are additional insureds insofar as the operations

1 under this Agreement are concerned; (2) the coverage shall apply as primary
2 insurance and any other insurance, or self-insurance, maintained by COUNTY
3 shall be excess only and not contributing with insurance provided under
4 ATTORNEY's policy.

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

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

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

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

1 coverage, higher limits, or both, as required under this Agreement.

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

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

12 In addition to its obligations set forth above, ATTORNEY agrees that it shall maintain, at
 13 its sole expense, in full force and effect for a period of three (3) years following the termination
 14 of this Agreement a policy of professional liability insurance with limits of coverage of not less
 15 than Ten Million Dollars (\$10,000,000) per covered event; provided, however, in the event that
 16 ATTORNEY does not maintain such policy of insurance for such entire three (3) year period,
 17 ATTORNEY shall maintain, at its sole expense, in full force and effect extended claims reporting
 18 coverage insurance in lieu thereof in the amount of not less than Ten Million Dollars
 19 (\$10,000,000).

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

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

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

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

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

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

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

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

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

25 COUNTY
26 County Counsel
27 COUNTY OF FRESNO
 2220 Tulare Street,

ATTORNEY
 Diane K. Quan
 Hawkins Delafield & Wood, LLP
 333 South Grand Avenue

1 5th Floor
Fresno, CA 93721

Los Angeles, CA 90071

2 Any and all notices between COUNTY and ATTORNEY provided for or permitted
3 under this Agreement must be in writing and delivered either by personal service, by first-class
4 United States mail, or by an overnight commercial courier service. A notice delivered by
5 personal service is effective upon service to the recipient. A notice delivered by first-class
6 United States mail is effective three (3) COUNTY business days after deposit in the United
7 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
8 commercial courier service is effective one (1) COUNTY business day after deposit with the
9 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for
10 next day delivery, addressed to the recipient. For all claims arising out of or related to this
11 Agreement, nothing in this section establishes, waives, or modifies any claims presentation
12 requirements or procedures provided by law, including but not limited to the Government
13 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

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

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

21 Members of ATTORNEY's Board of Directors shall disclose any self-dealing
22 transactions that they are a party to while ATTORNEY is providing goods or performing services
23 under this Agreement. A self-dealing transaction shall mean a transaction to which the
24 ATTORNEY is a party and in which one or more of its directors has a material financial interest.
25 Members of the Board of Directors shall disclose any self-dealing transactions that they are a
26 party to by completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit A) and
27

1 submitting it to COUNTY prior to commencing with the self-dealing transaction or immediately
2 thereafter.

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

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

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

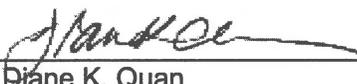
15 20. Electronic Signatures: The parties agree that this Agreement may be executed
16 by electronic signature as provided in this section. An “electronic signature” means any symbol
17 or process intended by an individual signing this Agreement to represent their signature,
18 including but not limited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

1 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
2 upon that representation. This Agreement is not conditioned upon the parties conducting the
3 transactions under it by electronic means and either party may sign this Agreement with an
4 original handwritten signature.

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

7 HAWKINS, DELAFIELD & WOOD LLP

COUNTY OF FRESNO

8
9 By 
10 Diane K. Quan
11 Partner

8
9 By 
10 Sal Quintero, Chairman of the
11 Board of Supervisors of the
12 County of Fresno

12 ATTEST:

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

16 By 
17 Deputy

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

21 Special Projects Agreement FY 2023-24

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:	