

**AGREEMENT FOR SPECIALIZED LEGAL SERVICES
(BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES FOR FISCAL YEAR
2017-18 TAX AND REVENUE ANTICIPATION NOTES)**

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

W I T N E S S E T H:

WHEREAS, COUNTY has the possible need to sell and issue Tax and Revenue Anticipation Notes ("TRANs;" Govt. Code, §§ 53850 et seq.) for the fiscal year 2017-18 ("TRAN Financing Plan"); and

WHEREAS, if COUNTY sells and issues the TRANs, COUNTY desires to do so on a tax-exempt basis; and

WHEREAS, COUNTY wishes to engage the specialized legal services of a law firm to serve both as bond counsel and as disclosure counsel who is expert in legal matters concerning the issuance of TRANs; and

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

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

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

1. Engagement of Attorney: COUNTY hereby engages ATTORNEY as an independent contractor through the services of the following key person(s): Arto C. Becker, Esq., Russell A. Miller, Esq., Diane K. Quan, Esq., and Brian Organ, Esq., partners of ATTORNEY; and such other partners of, and associate lawyers and staff members employed

1 by, ATTORNEY as ATTORNEY deems necessary, and who COUNTY's County Counsel
2 ("County Counsel"), or his or her designee, approves pursuant to paragraph 3 of this
3 Agreement, except that the foregoing key persons may, from time to time, consult with such of
4 ATTORNEY's other lawyers on a "limited basis" (as defined below) as ATTORNEY
5 reasonably deems prudent and necessary under the circumstances. It is understood that
6 ATTORNEY may not replace any of the aforementioned key persons named above without the
7 prior, express, written approval of County Counsel, or his or her designee. In case of death,
8 illness or other incapacity of any of the foregoing key persons, ATTORNEY shall provide a
9 replacement of at least equal professional ability and experience as the key person replaced.

10 A. Scope of Bond Counsel Services: In its capacity as bond counsel,
11 ATTORNEY shall provide the following professional legal services in order to assist
12 COUNTY in selling and issuing TRANS:

13 (1) Legal review of the financing structure of the TRAN Financing
14 Plan.

15 (2) Consultation with COUNTY officials, County Counsel, or his or
16 her designee, lawyers in ATTORNEY's firm who are acting in their capacity as COUNTY's
17 disclosure counsel ("Disclosure Counsel"), and the municipal financial advisor selected by
18 COUNTY, concerning the timing, terms, and structure of the TRAN Financing plan.

19 (3) Preparation and review of, and advise COUNTY in connection
20 with, any and all documents, agreements, resolutions, instruments and certificates to be used
21 for the sale and issuance of the TRANS for the TRAN Financing Plan including, but not
22 limited to, the paying agent or fiscal agent agreement or certificate (if used), the TRANS, the
23 resolution(s) of COUNTY's Board of Supervisors (collectively, "COUNTY Board
24 Resolution") authorizing the sale and issuance of the TRANS under the TRAN Financing Plan,
25 setting forth the terms and conditions of the notes, their form, date, denominations, and
26 maturities, and providing for the establishment of a fund as security for the notes to ensure
27 compliance with applicable laws and regulations, the tax certificate, insurance policies, and

1 credit or liquidity facilities.

2 (4) Review, and advise COUNTY in connection with, the
3 Preliminary Official Statement and the Official Statement for the TRAN Financing Plan,
4 prepared by Disclosure Counsel, describing the sale and issuance of the TRANS, and other
5 related documents, agreement, resolutions, instruments and certificates.

6 (5) Review, and advise COUNTY in connection with, any and all
7 documents, resolutions, instruments and certificates to be executed by COUNTY at the closing
8 of the TRAN Financing Plan, which are necessary for COUNTY to comply with the
9 continuing disclosure requirements under Securities and Exchange Commission Rule 15c-212,
10 including, but not limited to the amendments thereto (collectively, "SEC Continuing
11 Disclosure Certificate").

12 (6) If a negotiated sale is used for the TRAN Financing Plan, review,
13 and advise COUNTY in connection with, the note purchase contract with the underwriter
14 ("Contract of Purchase") prepared by Disclosure Counsel for the TRAN Financing Plan, and
15 other related documents, agreements, resolutions, instruments and certificates.

16 (7) If a competitive sale is used for the TRAN Financing Plan,
17 review, and advise COUNTY in connection with:

18 (a) the Official Notice of Sale of the TRANS and Bid Form
19 prepared by bond counsel;

20 (b) the notice of intention to sell securities, prepared by bond
21 counsel, to be published in a publication selected by COUNTY's Auditor-Controller/Treasurer-
22 Tax Collector, as provided by Government Code § 53692;

23 (c) the bids submitted for the purchase of the TRANS; and

24 (d) other related documents, agreements, resolutions,
25 instruments and certificates;

26 (8) Provide comment to underwriter's counsel, if such counsel is
27 employed by an underwriter, and to Disclosure Counsel, concerning any and all documents,

1 agreements, instruments and resolutions referred to herein which are prepared by Disclosure
2 Counsel.

3 (9) As to those documents, agreements, resolutions, instruments and
4 certificates prepared by bond counsel, distribute necessary drafts and revisions of same, receive
5 comments from members of the financing team for the TRAN Financing Plan and from other
6 parties for such financing plan, and resolve same to the satisfaction of County Counsel or his
7 or her designee.

8 (10) Examination of proofs of the notes for the TRANs.

9 (11) Draft all closing documents, instruments and certificates in
10 connection with the TRAN Financing Plan.

11 (12) Render written unqualified opinions relating to the TRAN
12 Financing Plan, which shall be acceptable to County Counsel, or his or her designee, in form
13 and substance, to the following effect:

14 (a) that the TRANs have been duly authorized and issued and
15 constitute legally valid and binding obligations of COUNTY, enforceable in accordance with
16 their terms;

17 (b) that the TRANs and interest thereon are payable solely
18 from the taxes, income, revenues, cash receipts and other monies received by COUNTY for its
19 general fund for fiscal year ending June 30, 2018 ("Source of Payment of the TRANs and
20 Interest Thereon");

21 (c) that the Source of Payment of the TRANs and Interest
22 Thereon is lawfully available for the payment thereof;

23 (d) that the interest on the TRANs is excluded from "gross
24 income" for federal income tax purposes under Section 103 of the Internal Revenue Code of
25 1986;

26 (e) that the interest on the TRANs is excluded from personal
27 income taxes of the State of California;

1 (f) that the Official Statement, to the extent that the
2 statements contained therein purport to summarize the provisions of the TRANS, the related
3 resolutions of COUNTY's Board of Supervisors, and the governing law related thereto, is
4 accurate and complete in all material respects;

5 (g) that, based upon the information developed and received
6 in the provision of its services herein, no information has come to the attention of bond counsel
7 which would cause bond counsel to believe that the Official Statement, as of the date of the
8 Official Statement and as of the closing of the TRAN Financing Plan, contains any untrue
9 statements of material fact or omits to state any material fact required to be stated therein or
10 necessary to make the statements therein, in light of the circumstances under which they were
11 made, not misleading; and

12 (h) if a paying agent or fiscal agent agreement or certificate
13 is used, that the paying agent or fiscal agent agreement or certificate has been duly authorized,
14 executed and delivered by COUNTY, and constitutes a legally valid and binding obligation of
15 COUNTY, enforceable against COUNTY in accordance with its terms.

16 All such opinions shall be addressed in a letter to COUNTY's Board of
17 Supervisors (which letter shall expressly state that COUNTY's Board of Supervisors is the
18 ATTORNEY's client), and be provided at the time of the delivery of and receipt for payment
19 of the TRANS. Any and all such opinions shall also be addressed to the underwriter (if
20 requested by the underwriter), as a reliance opinion, as hereinafter provided, and be provided at
21 the time of the delivery of and receipt for payment of the TRANS.

22 If ATTORNEY provides a written opinion to any third party (*e.g.*, an
23 underwriter) whereby the third party is allowed to rely upon any opinion given by
24 ATTORNEY to COUNTY under this Agreement (a "reliance opinion"), such reliance opinion
25 shall (i) be provided in a letter, separate from the opinions given by ATTORNEY to COUNTY
26 herein, and (ii) expressly state substantially to the effect that no attorney-client relationship
27 exists or is created by reason of giving such opinion.

1 (13) Comment and advise COUNTY on issues that arise in the course
2 of the implementation of the TRAN Financing Plan.

3 (14) Attend meetings with either COUNTY staff, COUNTY Debt
4 Advisory Committee, or the Board of Supervisors, or all of them, upon request by the County
5 Counsel, or his or her designee.

6 (15) Attend meetings with rating agencies and COUNTY's municipal
7 financial advisor, upon request by County Counsel, or his or her designee.

8 (16) Handle closing and post-closing issues in connection with the
9 TRAN Financing Plan, and distribute any and all documents, agreements, resolutions,
10 instruments and certificates to appropriate persons or organizations.

11 (17) Perform such other similar services as County Counsel, or his or
12 her designee, may request.

13 B. Scope of Disclosure Counsel Services: In its capacity as disclosure
14 counsel, ATTORNEY shall provide the following professional legal services in order to assist
15 COUNTY in selling and issuing the TRANs:

16 (1) Consultation with COUNTY officials, County Counsel, or his or
17 her designee, lawyers in ATTORNEY's firm who are acting in their capacity as COUNTY's
18 bond counsel ("Bond Counsel"), and the municipal financial advisor selected by COUNTY,
19 concerning the timing, terms, and structure of the TRAN Financing Plan.

20 (2) Review of, and advise COUNTY in connection with, any and all
21 documents, agreements, resolutions, instruments and certificates to be used for the sale and
22 issuance of the TRANs for the TRAN Financing Plan including, but not limited to, the paying
23 agent or fiscal agent agreement or certificate (if used), the TRANs, the COUNTY Board
24 Resolution, the tax certificate, insurance policies, and credit or liquidity facilities.

25 (3) Preparation and review of, and advise COUNTY in connection
26 with, the Preliminary Official Statement and the Official Statement for the TRAN Financing
27 Plan describing the sale and issuance of the TRANs, and other related documents, agreements,

1 resolutions, instruments and certificates.

2 (4) Preparation and review of, and advise COUNTY in connection
3 with, any and all documents, agreements, instruments and resolutions to be executed by
4 COUNTY at the closing of the TRAN Financing Plan, including, but not limited to, the SEC
5 Continuing Disclosure Certificate.

6 (5) Perform due diligence necessary to prepare COUNTY's
7 Preliminary Official Statement, Official Statement, SEC Continuing Disclosure Certificate, and
8 any other disclosure documents for the TRAN Financing Plan, in order to ensure that such
9 financing plan is in compliance with the applicable securities laws and regulations, including,
10 but not limited to Securities and Exchange Commission Rule 10b-5 and Rule 15c2-12, as
11 amended.

12 (6) If a negotiated sale is used for the TRAN Financing Plan,
13 preparation and review of, and advise COUNTY in connection with, the Contract of Purchase
14 with the underwriter, for the TRAN Financing Plan, and other related documents, agreements,
15 resolutions and certificates.

16 (7) Provide comment to underwriter's counsel, if such counsel is
17 employed by an underwriter, and to Bond Counsel, concerning any and all documents,
18 agreements, instruments and resolutions referred to herein which are prepared by Bond
19 Counsel.

20 (8) As to those documents, agreements, resolutions, instruments and
21 certificates prepared by disclosure counsel, distribute necessary drafts and revisions of same,
22 receive comments from members of the financing team for the TRAN Financing Plan and from
23 other parties for such financing plan, and resolve same to the satisfaction of County Counsel or
24 his or her designee.

25 (9) Render unqualified written opinions relating to the TRAN
26 Financing Plan, which shall be acceptable to County Counsel, or his or her designee, in form
27 and substance, to the following effect:

1 (a) that the Official Statement for the TRAN Financing Plan,
2 to the extent that the statements contained therein purport to summarize the underlying
3 information referred to therein (including, but not limited to, the instruments, resolutions,
4 transactions, agreements, and records, and the laws and regulations governing same, in
5 connection with the TRANs and the related resolutions of COUNTY's Board of Supervisors) is
6 accurate and complete in all material respects, assuming the accuracy and completeness and
7 fairness of the statements contained in such underlying information;

8 (b) if a negotiated sale is used, that the Contract of Purchase
9 has been duly authorized, executed, and delivered by COUNTY, and that it constitutes a
10 legally valid and binding obligation of COUNTY, enforceable against COUNTY in accordance
11 with its terms;

12 (c) that, based upon the information developed and received
13 in the provision of its services under this Agreement, no information has come to the attention
14 of disclosure counsel which would cause disclosure counsel to believe that the Official
15 Statement for the TRAN Financing plan, as of the date of such Official Statement and as of the
16 closing of such financing plan, contains any untrue statements of material fact or omits to state
17 any material fact required to be stated or necessary to make such statements, in light of the
18 circumstances under which they were made, not misleading.

19 (d) that the TRANs are exempt from the registration
20 requirements of the Securities Act of 1933, as amended; and

21 (e) that the COUNTY Board Resolution is exempt from
22 qualification under the Trust Indenture Act of 1939, as amended.

23 All such opinions shall be addressed in a letter to COUNTY's Board of
24 Supervisors (which letter shall expressly state that COUNTY's Board of Supervisors is the
25 ATTORNEY's client), and be provided at the time of the delivery of and receipt for payment
26 of the TRANs. Any and all such opinions shall also be addressed to the underwriter (if
27 requested by the underwriter), as a reliance opinion, as hereinafter provided, and be provided at

1 the time of the delivery of and receipt for payment of the TRANS.

2 If ATTORNEY provides a reliance opinion to any third party (e.g., an
3 underwriter) whereby the third party is allowed to rely upon any opinion given by
4 ATTORNEY to COUNTY under this Agreement, such reliance opinion shall (i) be provided in
5 a letter, separate from the opinions given by ATTORNEY to COUNTY herein, and (ii)
6 expressly state in the text of such reliance opinion substantially to the effect that no attorney-
7 client relationship exists or is created by reason of giving such opinion.

8 (10) Assist COUNTY, and its municipal financial advisor, in
9 corresponding with the printer of the Preliminary Official Statement and Official Statement in
10 order to facilitate a prompt and efficient printing of same.

11 (11) Render advice, as requested by COUNTY's Auditor-Controller/
12 Treasurer-Tax Collector, or her designee, or by County Counsel, or his or her designee, to
13 COUNTY, and its municipal financial advisor, regarding the marketing and sale of the
14 TRANS.

15 (12) Comment and advise COUNTY on issues that arise in the course
16 of the implementation of the TRAN Financing Plan.

17 (13) Attend meetings with COUNTY staff, COUNTY's Debt
18 Advisory Committee, or COUNTY's Board of Supervisors, or all of them, upon request by the
19 County Counsel, or his or her designee.

20 (14) Handle closing and post-closing issues in connection with the
21 TRAN Financing Plan, and distribute any and all documents, agreements, resolutions,
22 instruments and certificates to appropriate persons or organizations.

23 (15) Perform such other similar services as County Counsel, or his or
24 her designee, may request.

25 C. Authorization to Proceed With Work: ATTORNEY shall commence
26 performance of services upon receiving authorization to proceed with work from County
27 Counsel, or his or her designee.

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

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

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

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

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

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

18 C. the lawyer has exceptional technical legal skills;

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

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

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

24 G. the lawyer anticipates potential problems and advises County Counsel
25 regarding same;

26 H. the lawyer explains complex municipal finance concepts to County
27 Counsel, or his or her designee, so that County Counsel, or his or her designee, has a clear and

1 complete understanding of the relevant issues and facts of a matter; and

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

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

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

16 Partners:

17 Arto C. Becker	\$550
18 Russell A. Miller	\$550
19 Diane K. Quan	\$518
20 Brian Organ	\$362

21 The foregoing lawyers may, from time to time, consult with such of ATTORNEY's
22 other lawyers on a "limited basis" as ATTORNEY reasonably deems prudent and necessary
23 under the circumstances, and ATTORNEY may also, upon the written approval of County
24 Counsel, or his or her designee, provide additional partners of, or associate lawyers employed
25 by its firm to perform significant services under this Agreement, provided that such additional
26 persons who are consulted or who provide significant services are compensated by COUNTY
27 for performance of tasks under this Agreement at a rate not to exceed each such person's

1 customary billing rate per hour for local governmental entities. Notwithstanding anything
2 stated to the contrary in this paragraph, the term "limited basis" means fifteen (15) hours or
3 less worked by ATTORNEY's lawyers, collectively, other than the lawyers identified above,
4 per month or fraction thereof.

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

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

19 It is understood that COUNTY may abandon the TRAN Financing Plan, at any time,
20 without any reason.

21 Notwithstanding anything else stated to the contrary in this Agreement, the closing of
22 the TRAN Financing Plan and COUNTY's receipt of the funds from the issuance of the
23 TRANs under such financing plan shall be a condition precedent to COUNTY's obligation to
24 compensate ATTORNEY for such services performed under financing plan, and to
25 COUNTY's obligation to reimburse ATTORNEY for related reasonable and necessary out-of-
26 pocket expenses incurred in connection with such financing plan.

27 **IN NO EVENT SHALL THE MAXIMUM AMOUNT PAID TO ATTORNEY AS**

1 **COMPENSATION FOR ATTORNEY'S SERVICES PERFORMED EXCEED \$35,000**
2 **UNDER THIS AGREEMENT. IN NO EVENT SHALL THE MAXIMUM AMOUNT**
3 **PAID TO ATTORNEY AS REIMBURSEMENT OF RELATED, REASONABLE AND**
4 **NECESSARY OUT-OF-POCKET EXPENSES EXCEED \$4,000 UNDER THIS**
5 **AGREEMENT.**

6 4. Payment and Record-keeping: Subject to paragraph 3 of this Agreement,
7 payment of compensation for the services provided in connection with the TRAN Financing
8 Plan and reimbursement for related, reasonable and necessary out-of-pocket expenses incurred
9 shall be made by COUNTY after submission of an itemized invoice by ATTORNEY to
10 County Counsel no later than the fifteenth (15th) day following the closing of such financing
11 plan. All payments of compensation and reimbursement for related, reasonable and necessary
12 out-of-pocket expenses incurred shall be made by COUNTY no later than forty-five (45) days
13 following the date that COUNTY receives a properly completed invoice requesting the
14 payment for such services rendered and expenses incurred.

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

18 A. The specific nature of each task performed as services under this
19 Agreement;

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

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

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

23 E. The related, reasonable and necessary, out-of-pocket expenses incurred,
24 as provided for in paragraph 3 of this Agreement.

25 In addition to the requirements of this paragraph 4 of this Agreement, each invoice
26 shall set forth a summary of hours worked by each partner and associate lawyer, and paralegal,
27 for the applicable billing period. Furthermore, each such invoice shall set forth the product of

1 such summary of hours worked by each person multiplied by such person's billing rate, as set
2 forth herein (e.g., Mr. Becker's total hours worked = 10 hours; Mr. Becker's hourly billing rate
3 is \$550; 10 hours x Mr. Becker's billing rate of \$550 per hour = \$5,500).

4 In preparing invoices, ATTORNEY shall segregate each task performed on a daily
5 basis. If requested by County Counsel, or his or her designee, ATTORNEY shall not combine
6 unrelated tasks as a single entry in lieu of setting forth the hours of work performed by a
7 partner, associate lawyer, or paralegal on each specific task.

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

12 ATTORNEY shall keep complete records of the services provided, as described in this
13 paragraph 4 of this Agreement, together with all related reasonable and necessary, out-of-
14 pocket expenses applicable to the work provided under this Agreement. COUNTY's Auditor-
15 Controller/ Treasurer-Tax Collector, or his or her duly authorized representatives, shall be
16 given 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: This Agreement shall be effective as of the date that it is
21 executed by both parties. This Agreement shall continue in full force and effect unless and
22 until it is terminated by either or both parties. Either party may terminate this Agreement at any
23 time, either in whole or in part. However, if ATTORNEY elects to terminate this Agreement,
24 COUNTY's rights under any pending matter which may arise from ATTORNEY's services
25 hereunder shall not be prejudiced due to such termination as required by the Rules of
26 Professional Conduct of the State Bar of California. Subject to paragraph 3 of this Agreement,
27 ATTORNEY shall be paid for all services performed to the date of termination of this

1 Agreement, which are done to the reasonable satisfaction of COUNTY.

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

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

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

COUNTY's receipt of any insurance certificates required herein does not in any way relieve the ATTORNEY from its obligations under this paragraph 7 of this Agreement.

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

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

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

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

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

All such insurance policies shall be issued by insurers who have at least an A.M. Best rating of A, FSC VII (except for the Professional Liability Insurance policy, which shall be issued by an insurer who has at least a Standard & Poor's and Fitch's rating of AA- because the specialized carrier is fulfilling a need in a specialty market) and shall be acceptable to COUNTY's Department of Human Resources, Risk Management Division. In addition, the comprehensive general liability insurance policy (and the automobile liability insurance policy, if such policy is at any time maintained separately from the comprehensive general liability insurance policy) shall name COUNTY, its officers, agents, and employees, individually and

1 collectively, as additional insureds, but only insofar as the operations under this Agreement are
2 concerned. Such coverage for additional insureds shall apply as primary insurance and any
3 other insurance, or self-insurance, maintained by COUNTY, its officers, agents, and
4 employees, shall be excess only and not contributing with such insurance provided under
5 ATTORNEY's policies herein. This insurance shall not be canceled, reduced, or changed
6 without a minimum of thirty (30) calendar days advance, written notice given to County
7 Counsel (at the address for notices to County Counsel provided herein) and to COUNTY's
8 Department of Human Resources, Risk Management Division at the following address:

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

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

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

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

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

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

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

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

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

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

Government Code §§ 1090 et seq. and §§ 87100 et seq.

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

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

COUNTY

ATTORNEY

County Counsel
COUNTY OF FRESNO
2220 Tulare Street,
5th Floor
Fresno, CA 93721

Arto C. Becker, Esq.
Hawkins Delafield & Wood, LLP
Wells Fargo Center
333 South Grand Avenue, Suite 3650
Los Angeles, CA 90071

Any and all notices between COUNTY and ATTORNEY provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

3
4 **ATTORNEY:**

5 HAWKINS DELAFIELD & WOOD, LLP

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

9
10 **COUNTY:**

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

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

16
17 **ATTEST:**

18 BERNICE E. SEIDEL, Clerk
19 Board of Supervisors

20 By Susan Bishop
21 Deputy

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

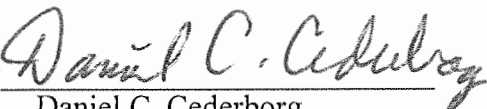
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1 REVIEWED AND RECOMMENDED
2 FOR APPROVAL:

3 By 
4 Daniel C. Cederborg
County Counsel

5
6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, CPA,
AUDITOR-CONTROLLER/TREASURER-
TAX COLLECTOR

8
9 By 
Deputy

10
11 APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

12
13 By 
Deputy

14
15 ORG: 0710
FUND: 0001
16 ACCOUNT: 7295
SUBCLASS: 10000

17 Hawkins TRANS Agreement FY 2017-2018
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EXHIBIT A

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	