

CONTRACT INFORMATION SHEET

DATE: 5.9.2018

Contract No:	<u>P-18-263-O</u>	Vendor Number:	<u>0000040553</u>
Contract Title:	<u>Outside Legal Counsel</u> <u>For County Counsel</u> <u> </u> <u> </u>	Name/Address:	<u>Hanson Bridgett LLP</u> <u>425 Market Street, 26th floor</u> <u>San Francisco, CA 94105</u> <u> </u>
Contract Period:	<u>3.15.18 - 2.28.19</u>	Contact:	<u>Kurt A. Franklin</u>
Using Agencies:	<u>County Counsel</u> <u> </u> <u> </u>	Phone No:	<u>415.995.5086</u>
		Email:	<u>kfranklin@hansonbridgett.com</u> <u> </u>
Terms:	<u>N45</u>	Buyer Name:	<u>Louann Jones</u>
Total Contract Amt:	<u>\$50,000.00</u>		

Requisition No: <u>0710180055</u> <u> </u> <u> </u>	Org No: <u>0710</u> <u> </u> <u> </u>
Bid No/Reference: <u> </u>	Supersedes: <u> </u>

☒ NEW
 ☐ RENEWAL/ EXTENSION
 ☐ AMENDMENT
 12.20.18 *TICK DATE*

DESCRIPTION: Provide specialized legal services on ADA & State Access Laws

CONTRACT TERM: 1 + 1 YEAR

SPECIAL INSTRUCTIONS:

DISTRIBUTION:	NAME	COMPLETED BY	DATE	NAME	COMPLETED BY	DATE
DEPARTMENT:	<u>Countycounselmailbox</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	<u>@co.fresno.ca.us</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
REQUISITIONER:	<u>Joan Cuadros</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT

COUNTY OF FRESNO

This Professional Services Agreement ("**Agreement**") is made this 1st day of March, 2018, by and between the County of Fresno, a political subdivision of the State of California ("**COUNTY**"), and Hanson Bridgett LLP ("**CONTRACTOR**"), who agree as follows:

R E C I T A L S

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code Section 31000, for legal research, advice and representation related to compliance with the Americans with Disabilities Act ("**ADA**") and miscellaneous legal services as needed by the County Counsel's Office; and,

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and,

WHEREAS, COUNTY requires that the compensation by COUNTY to CONTRACTOR through this Agreement for said services not exceed Fifty Thousand Dollars (\$50,000) annually, and also requires that this Agreement be subject to renewal (the "**Term(s)**") upon mutual agreement of the parties.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and in consideration of the mutual agreements contained in this Agreement, COUNTY and CONTRACTOR hereby agree as follows:

A G R E E M E N T

1. Services. CONTRACTOR shall perform the following personal services: legal advice and consulting on an as-needed basis (the "**Services**").

2. Initial Term. CONTRACTOR shall perform said Services between March 15, 2018, and February 28, 2019, at which point COUNTY will have the option to renew this Agreement.

3. Exhibits. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements, Exhibit B: Compensation, Reimbursement and Expenses, and Exhibit C: Licensure.

4. Fees and Expense Claims. Subject to CONTRACTOR's satisfactory and complete performance of all the Terms and conditions of this Agreement, and upon CONTRACTOR's submission of an appropriate claim, COUNTY shall pay CONTRACTOR an amount not to exceed Fifty Thousand Dollars (\$50,000) without further action of COUNTY and payment shall be at the rates and Terms set forth in Exhibit B.

5. Insurance. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire Term of this Agreement, the insurance set forth in Exhibit A attached hereto.

6. Indemnity. CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees and agents from any and all claims demands, liability, damages, cost or expenses (including but not limited to attorneys' fees) in law or equity that may

at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, its officers, agents, or employees.

7. Public Health, Safety and Welfare. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend COUNTY and reimburse it for any fines, damages or costs (including attorneys' fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.

8. Appropriate Funding. This Agreement is subject to the COUNTY, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the COUNTY's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the COUNTY may terminate this Agreement by giving ten (10) days advance written notice thereof to the CONTRACTOR, in which event the COUNTY shall have no obligation to the CONTRACTOR any further funds or provide other consideration and the CONTRACTOR shall have no obligation to provide any further Services under this Agreement.

9. In Case of Default. If CONTRACTOR fails to perform any part of this Agreement, the COUNTY may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, in addition to any other remedy that COUNTY may have, COUNTY may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.

10. Licensure. Attached are licenses and/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; and Expiration date) as shown in Exhibit C, attached hereto, and CONTRACTOR certifies that he/she/it/shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.

11. CONTRACTOR Is Not An Employee of County. CONTRACTOR understands that he/she is not an employee of the COUNTY and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

12. Retention of Records. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement, and/or to the COUNTY's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the COUNTY. CONTRACTOR shall deliver all of the foregoing to the COUNTY upon completion of the Services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the Services provided hereunder for a period of not less than four (4) years, and shall make them available to COUNTY for audit and discovery purposes.

13. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return-receipt or five (5) days following the date of deposit, whichever is earlier:

COUNTY:

Fresno County
Attn: Daniel C. Cederborg, County Counsel
2220 Tulare Street, 5th Floor
Fresno, CA 93721

CONTRACTOR/ATTORNEY:

Frank J. DeMarco
Hanson Bridgett LLP
500 Capitol Mall, Suite 1500
Sacramento, CA 95814

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

15. Venue. Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation or arbitration, shall be brought in Fresno County, California, and shall be resolved in accordance with the laws of the State of California.

16. Authority to Execute. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

17. Counterparts. This Agreement may be executed in counter-parts which together shall constitute the entire agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signature hereafter.

HANSON BRIDGETT LLP

By: _____

Kurt A. Franklin, Partner

Date: 04/26/18

FRESNO COUNTY

By: _____

Gary Cornuelle, Purchasing Agent

Date: 5/8/18

Recommended for Approval

By: _____

Daniel Cederborg, County Counsel

Date: 4/30/18

CERTIFICATION

I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.


Kurt A. Franklin

EXHIBIT A

SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the Term of this Agreement, CONTRACTOR shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable): Insurance coverage shall be with limits not less than the following:
 - a. Comprehensive General Liability: \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. Automobile Liability: \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. Professional Liability/Malpractice/Errors and Omissions: \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. Workers' Compensation: Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)
 3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the CONTRACTOR changes insurance carriers CONTRACTOR shall purchase "tail" coverage covering the Term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the CONTRACTOR changes to a new carrier prior to receipt of any payments due.
 4. The CONTRACTOR shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the COUNTY's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits

except after thirty (30) days' prior written notice by certified mail, return-receipt requested, has been given to the Risk Manager/Human Resources Manager (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 8. The policies shall cover all activities of CONTRACTOR, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the CONTRACTOR's insurance coverage shall be primary, including as respects the COUNTY, its officers, agents, employees and volunteers. Any insurance maintained by the COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the COUNTY, its officers, employees, agents and volunteers.
- B. Prior to commencing Services pursuant to this Agreement, CONTRACTOR shall furnish the Risk Manager/Human Resources Manager with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon COUNTY's request, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C. During the term of this Agreement, CONTRACTOR shall furnish the Risk Manager/Human Resources Manager with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire Term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon COUNTY's request, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

EXHIBIT B

COMPENSATION, REIMBURSEMENT & EXPENSES

Frank J. DeMarco \$475/hr.
Kurt A. Franklin \$475/hr.
Other Partners, Of Counsel, Senior Counsel as approved by County \$475/hr.
Associate Attorneys as approved by County \$330/hr.

Allowable Expenses include reimbursement for meals, lodging, mileage, copying, and supplies. Meals, lodging and mileage will be reimbursed at the current applicable IRS rate. Other expenses are reimbursable as provided herein.

The amount of compensation under this Agreement shall not exceed \$50,000 without further action of COUNTY. CONTRACTOR shall not be required to perform Services once the \$50,000 limit has been expended and is not entitled to compensation for work performed over said limit unless there is further action to increase the compensation limit.

EXHIBIT C

LICENSURE

1. Frank James DeMarco, California State Bar Number 40754, admitted December 21, 1967 and currently active:

State Bar of CA :: Frank James DeMarco

Page 1 of 1



Friday, June 10, 2016

ATTORNEY SEARCH

Frank James DeMarco - #40754

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	40754		
Address:	102 Humbug Rd Yreka, CA 96097 Map it	Phone Number:	(530) 842-4963
		Fax Number:	(530) 842-3121
		e-mail:	Not Available
County:	Siskiyou	Undergraduate School:	Univ of California Berkeley; Berkeley CA
District:	District 3		
Sections:	Environmental Law Public Law	Law School:	U of San Francisco SOL, San Francisco CA

Status History

Effective Date	Status Change
Present	Active
12/21/1967	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

Search for a lawyer or law firm in the State Bar of California database.
Click on the link below to search for a lawyer or law firm.

<http://members.calbar.ca.gov/FatMemberDetail/40754>

6/10/2016

Page 1 of 2



Thursday, June 23, 2016

ATTORNEY SEARCH

Kurt Austin Franklin - #172715

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	172715		
Address:	Hanson Bridgett LLP 425 Market St 26FL San Francisco, CA 94105 Map it	Phone Number:	(415) 995-5086
		Fax Number:	(415) 541-9366
		e-mail:	kfranklin@hansonbridgett.com
County:	San Francisco	Undergraduate School:	Univ of California at Los Angeles, CA
District:	District 1		
Sections:	Labor & Employment Litigation	Law School:	U of San Francisco SOL; San Francisco CA

Status History

Effective Date	Status Change
Present	Active
12/8/1994	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

[Start New Search »](#)[illegible]

<http://members.calbar.ca.gov/fal/Member/Detail/172715>

6/23/2016