

**AGREEMENT FOR SPECIALIZED LEGAL SERVICES
(GENERAL PLAN REVIEW AND ZONING ORDINANCE UPDATE)**

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of October, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and the law firm of Best, Best and Krieger, LLP ("ATTORNEY").

WITNESSETH:

WHEREAS, COUNTY may, from time to time, have the need to seek the advice of outside counsel in connection with COUNTY's comprehensive review of its General Plan, Zoning Ordinance update, and associated environmental review; and

WHEREAS, COUNTY wishes to engage the specialized legal services of outside counsel who is expert in legal matters concerning such issues; 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 expected not 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. Employment of Attorney: COUNTY hereby engages ATTORNEY as an independent contractor through the services of the following key person(s): Jeff Ballinger, Charity Schiller, partners of ATTORNEY; Sarah Owsowitz, associate of ATTORNEY; and such other partners of, and associate lawyers and staff members employed by, ATTORNEY as ATTORNEY deems necessary, and which COUNTY's County Counsel ("County Counsel"), or his or her 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

1 necessary under the circumstances. It is understood that ATTORNEY may not replace any of
2 the aforementioned key persons named above without the prior, express, written approval of
3 County Counsel, or his or her designee. In case of death, extended illness of more than 3
4 weeks, or other incapacity of any of the foregoing key persons, ATTORNEY shall provide a
5 replacement of at least equal professional ability and experience as the key person replaced.

6 A. Scope of Services: From time to time, County Counsel, or his or her
7 designee, may request ATTORNEY to perform specialized legal services in connection with
8 the COUNTY'S comprehensive review of its General Plan, Zoning Ordinance update, and
9 associated environmental review. Upon County Counsel's, or his or her designee's, written
10 request to perform such services, and ATTORNEY's written acknowledgment that
11 ATTORNEY will provide such services, ATTORNEY shall perform such services pursuant to
12 the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this
13 subsection 1.A., in the event of exigent circumstances, County Counsel may make such request
14 orally, and County Counsel and ATTORNEY shall within a reasonable time thereafter
15 document such request for services and acknowledgment thereof.

16 B. Authorization to Proceed with Performing Services: ATTORNEY shall
17 commence performance of legal services upon receiving authorization to proceed with
18 performing services from the County Counsel, or his or her designee.

19 C. Confidentiality: All communications between County Counsel, or his
20 designee, and ATTORNEY shall be subject to the attorney client communication privilege of
21 confidentiality and/or attorney work product privilege of confidentiality.

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

26 COUNTY shall not be obligated to compensate ATTORNEY for intra-office
27 conferences between or among ATTORNEY's partners, associate lawyers, and staff members,

1 unless such intra-office conferences promote efficiency in the performance of ATTORNEY's
2 work and services for COUNTY, or a reduction in the cost of compensation paid or
3 reimbursement made for related, reasonable and necessary, out-of-pocket expenses to
4 ATTORNEY, or both.

5 In the performance of the tasks identified in section 1 under this Agreement,
6 ATTORNEY shall provide only those services which are necessary to carry out such tasks in
7 an efficient and effective manner.

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

9 A. a high level of professional ethics and personal integrity, and exercises
10 good judgment;

11 B. experience and expertise in the particular land use and planning matter
12 for which he or she is providing services;

13 C. exceptional technical legal skills;

14 D. vigorously represents COUNTY so that COUNTY's best
15 interests are served;

16 E. efficiently and timely completes assigned tasks;

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

19 G. anticipates potential problems and advises County Counsel regarding
20 same;

21 H. explains complex land use and planning concepts to County Counsel, or
22 his or her designee, so that County Counsel, or his or her designee, has a clear and complete
23 understanding of the relevant issues and facts of a matter; and

24 I. cooperates with County Counsel, or his or her designee, and other
25 members of the land use and planning team, including amicably resolving disputes, if any,
26 among financing team members to the satisfaction of County Counsel, or his or her designee.

27 3. Compensation of ATTORNEY: COUNTY shall be obligated to compensate

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

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

11 Partners:

12 Jeff Ballinger, Esq. \$325

13 Charity Schiller, Esq. \$325

14 Sarah Owsowitz, Esq. \$325

15 Other Partners, Of Counsel,
16 as approved by County \$325

17 Associates: \$270

18 Paralegals: \$180

19 The foregoing lawyers may, from time to time, consult with such of ATTORNEY's
20 other lawyers on a "limited basis" as ATTORNEY reasonably deems prudent and necessary
21 under the circumstances, and ATTORNEY may also, upon the written approval of County
22 Counsel, or his or her designee, provide additional partners of, or associate lawyers employed
23 by its firm to perform significant services under this Agreement, provided that such additional
24 persons who are consulted or who provide significant services are compensated by COUNTY
25 for performance of tasks under this Agreement at a rate not to exceed each such person's
26 customary billing rate per hour for local governmental entities. Notwithstanding anything
27 stated to the contrary in this section, the term "limited basis" means fifteen (15) hours or less

1 worked by ATTORNEY's lawyers, collectively, other than the lawyers identified above, per
2 month or fraction thereof.

3 In addition, ATTORNEY shall be reimbursed for related, reasonable, and necessary
4 out-of-pocket expenses, as follows: meals; lodging; mileage; copying; and supplies. Meals,
5 lodging and mileage will be reimbursed at the current applicable IRS rate.

6 Other expenses are reimbursable as provided herein.

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

16 The maximum amount of compensation and reimbursement for related, reasonable, and
17 necessary out-of-pocket expenses incurred to ATTORNEY under this Agreement shall not
18 exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00). ATTORNEY shall
19 immediately notify County Counsel, or his or her designee, in the event ATTORNEY's
20 approved invoices for services under this Agreement reach the following totals: One Hundred
21 Twenty Five Thousand and No/100 Dollars (\$125,000.00); and Two Hundred and Fifty
22 Thousand and No/100 Dollars (\$250,000.00).

23 4. Payment and Record-keeping: Subject to section 3 of this Agreement, payment
24 of compensation for the services provided under this Agreement and reimbursement for
25 related, reasonable, and necessary out-of-pocket expenses incurred shall be made by COUNTY
26 after submission of an itemized invoice by ATTORNEY to the County Counsel. ATTORNEY
27 may be submit the invoice in the month following the month in which such services were

1 rendered or expenses incurred, or from time to time as such invoice is requested by County
2 Counsel, or his or her designee. All payments of compensation and reimbursement for related,
3 reasonable, and necessary out-of-pocket expenses incurred shall be made by COUNTY no later
4 than forty-five (45) days following the date that COUNTY receives a properly completed
5 invoice requesting the payment for such services rendered and expenses incurred.

6 All such invoices shall reflect accurately the tasks performed by ATTORNEY under
7 this Agreement. In addition, all such invoices shall have sufficient detail as may be required by
8 COUNTY's Administrative Office, including, but not limited to:

- 9 A. The specific nature of each task performed as services under this
10 Agreement;
- 11 B. The name of the person performing each such task;
- 12 C. The number of hours worked by each such person for each such task;
- 13 D. The hourly rate per each such person performing each such task; and
- 14 E. The related, reasonable, and necessary out-of-pocket expenses incurred,
15 as provided for in section 3 of this Agreement.

16 In addition to the requirements of this section 4 of this Agreement, each invoice shall
17 set forth a summary of hours worked by each partner and associate lawyer, and paralegal for
18 the applicable billing period. Furthermore, each such invoice shall set forth the product of such
19 summary of hours worked by each person multiplied by such person's billing rate, as set forth
20 herein (e.g., Mr. Ballinger's total hours worked = 10 hours; Mr. Ballinger's hourly billing rate
21 is \$325; 10 hours x Mr. Ballinger's billing rate of \$325 per hour = \$3,250).

22 In preparing invoices, ATTORNEY shall segregate each task performed on a daily
23 basis. If requested by County Counsel, or his or her designee, ATTORNEY shall segregate
24 work performed and related, reasonable, and necessary out-of-pocket expenses incurred on the
25 basis of each assignment. ATTORNEY shall not combine unrelated tasks as a single entry in
26 lieu of setting forth the hours of work performed by a partner, associate lawyer, or paralegal on
27 each specific task.

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

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

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

13 5. Term of Agreement: This Agreement is effective on the date executed by the
14 parties, and shall continue in effect for a term of three (3) years, unless earlier terminated
15 hereunder by either or both parties. This Agreement may be extended for two (2) additional
16 consecutive twelve (12) month periods upon written approval of both parties no later than
17 thirty (30) days prior to the first day of the next twelve (12) month extension period. The
18 County Counsel or his or her designee is authorized to execute such written approval on behalf
19 of COUNTY based on ATTORNEY'S satisfactory performance.

20 Either party may terminate this Agreement at any time, either in whole or in part upon
21 giving a minimum of thirty (30) calendar days advance, written notice to the party at the
22 address for notices to the party provided in Section 16 of this Agreement. However, if
23 ATTORNEY elects to terminate this Agreement, COUNTY's rights under any pending matter
24 which may arise from ATTORNEY's services hereunder shall not be prejudiced due to such
25 termination as required by the Rules of Professional Conduct of the State Bar of California.
26 Subject to section 3 of this Agreement, ATTORNEY shall be paid for all services performed to
27 the date of termination of this Agreement, which are done to the reasonable satisfaction of

1 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 hold
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. Ownership of Information and Work Product; Confidentiality: All professional
23 and technical information developed under this Agreement, all reports, information, opinions,
24 related data, work sheets, work product, findings, and conclusions furnished under this
25 Agreement ("Work Product") become the property of COUNTY, shall be confidential unless
26 and until COUNTY, in its sole discretion, makes the Work Product available for public
27 inspection, and shall not be made available by ATTORNEY or any person or entity, or

published by ATTORNEY without the prior written authorization of COUNTY.

8. Hold Harmless: ATTORNEY shall hold COUNTY, its officers, agents, and employees harmless and indemnify and defend COUNTY, its officers, agents, and employees against payment of any and all costs and expenses (including attorney's fees and court cost), claims, suits, losses, damages, and liability arising from or arising out of any actual or alleged negligent or wrongful acts or omissions of ATTORNEY, including its partners, officers, 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 section 8 of this Agreement.

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

9. Insurance: Without limiting COUNTY's rights under section 8 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 incensed to business in the State

1 of California and possessing a current A.M. Best, Inc. rating A:VII or greater. In addition, the
2 comprehensive general liability insurance policy (and, the automobile liability insurance
3 policy, if such policy is at any time maintained separately from the comprehensive general
4 liability insurance policy) shall name COUNTY, its officers, agents, and employees,
5 individually and collectively, as additional insureds, but only insofar as the operations under
6 this Agreement are concerned. Such coverage for additional insureds shall apply as primary
7 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
8 agents, and employees, shall be excess only and not contributing with such insurance provided
9 under ATTORNEY's policies herein. If ATTORNEY receives notice of intended cancellation
10 of the described policies, ATTORNEY shall immediately provide written notice given to
11 County Counsel (at the address for notices to County Counsel provided herein) and to
12 COUNTY's Department of Human Resources, Risk Management Division, at the following
13 address:

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

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

25 In addition to its obligations set forth above, ATTORNEY agrees that it shall maintain,
26 at its sole expense, in full force and effect for a period of three (3) years following the
27 termination of this Agreement a policy of professional liability insurance with limits of

1 coverage of not less than Ten Million and No/100 Dollars (\$10,000,000.00) per claim;
2 provided, however, in the event that ATTORNEY does not maintain such policy of insurance
3 for such entire three (3) year period, ATTORNEY shall maintain, at its sole expense, in full
4 force and effect extended claims reporting coverage insurance in lieu thereof in the amount of
5 not less than Ten Million and No/100 Dollars (\$10,000,000.00).

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

13 The provisions of this section 9 shall survive the termination of this Agreement.

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

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

21 12. Amendments: This Agreement may only be amended in writing signed by the
22 parties hereto.

23 13. Conflict of Interest: ATTORNEY promises, covenants, and warrants that, after
24 having performed a reasonable investigation, the performance of its services and representation
25 to COUNTY under this Agreement do not result in a "conflict of interest" as that term is used
26 in the Rules of Professional Conduct of the State Bar of California. In the event a "conflict of
27 interest" occurs, ATTORNEY will request COUNTY's Board of Supervisors to waive such

1 “conflict of interest” on a case-by-case basis.

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

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

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

12 COUNTY

13 County Counsel
14 COUNTY OF FRESNO
2220 Tulare Street,
15 5th Floor
Fresno, CA 93721

ATTORNEY

Jeff Ballinger
Best Best & Krieger, LLP
655 W. Broadway
15th Floor
San Diego, CA 92101

16 Any and all notices between COUNTY and ATTORNEY provided for or permitted
17 under this Agreement must be in writing and delivered either by personal service, by first-class
18 United States mail, by an overnight commercial courier service, or by telephonic facsimile
19 transmission. A notice delivered by personal service is effective upon service to the recipient.
20 A notice delivered by first-class United States mail is effective three COUNTY business days
21 after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice
22 delivered by an overnight commercial courier service is effective one COUNTY business day
23 after deposit with the overnight commercial courier service, delivery fees prepaid, with
24 delivery instructions given for next day delivery, addressed to the recipient. A notice delivered
25 by telephonic facsimile is effective when transmission to the recipient is completed (but, if
26 such transmission is completed outside of COUNTY business hours, then such delivery shall
27 be deemed to be effective at the next beginning of a COUNTY business day), provided that the

1 sender maintains a machine record of the completed transmission. For all claims arising out of
2 or related to this Agreement, nothing in this section establishes, waives, or modifies any claims
3 presentation requirements or procedures provided by law, including but not limited to the
4 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with
5 section 810).

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

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

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

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

26 If any part of this Agreement is found to violate any law or is found to be otherwise
27 legally defective, ATTORNEY and COUNTY shall use their best efforts to replace that part of


1 this Agreement with legal terms and conditions most readily approximating the original intent
2 of the parties.


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

3 Best Best & Krieger, LLP

COUNTY OF FRESNO

4 By 
5 Jeff Ballinger
6 Partner

By 
Nathan Magsig, Chairman
Board of Supervisors
County of Fresno

7
8 For Accounting Use Only:

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

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California


By 
Deputy

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:	