

**LEGAL SERVICES AGREEMENT**

**(Bond Counsel and Disclosure Counsel)**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (“COUNTY”), and the law firm of Hawkins Delafield & Wood LLP (“ATTORNEY”).

**Recitals**

A. COUNTY may from time to time need to seek the advice of bond counsel and disclosure counsel in connection with municipal finance issues.

B. COUNTY wishes to engage the specialized legal services of bond counsel and disclosure counsel who is expert in municipal finance law.

C. ATTORNEY represents that it is specially trained and experienced, and that it possesses such expertise.

D. Such specialized legal services are either not available or not expected to be available in COUNTY’s Office of the County Counsel.

**The parties therefore agree as follows:**

1. Engagement of Attorney: COUNTY hereby engages ATTORNEY as an independent contractor through the services of the following key person(s): Diane K. Quan, Neil Kaplan, partners of ATTORNEY; and such other partners of, and associate lawyers and staff members employed by, ATTORNEY as ATTORNEY deems necessary, and who COUNTY’s County Counsel (“County Counsel”), or their designee, approves pursuant to section 3 of this Agreement, except that the foregoing key persons may, from time to time, consult with such of ATTORNEY’s other lawyers on a “limited basis” (as defined below) as ATTORNEY reasonably deems prudent and necessary under the circumstances. ATTORNEY may not replace any of the aforementioned key persons named above without the prior, express, written approval of County Counsel, or their designee. In case of death, illness or other incapacity, or departure of any of the foregoing key persons, ATTORNEY shall provide a replacement of at least equal professional ability and experience as the key person replaced.

A. Scope of Work: From time to time, County Counsel, or their designee, may request ATTORNEY to perform specialized legal services in connection with various municipal financing matters (each, a “Matter,” or collectively, “Matters”). Such Matters also may cover bond counsel services to COUNTY arising due to requests from outside agencies. Upon

1 County Counsel's, or their designee's, written request to perform such services, and  
2 ATTORNEY's written acknowledgment that ATTORNEY will provide such services,  
3 ATTORNEY shall perform such services pursuant to the terms and conditions of this  
4 Agreement. Notwithstanding the foregoing provisions of this subsection 1.A., in the event of  
5 exigent circumstances, County Counsel may make such request orally, and County Counsel  
6 and ATTORNEY shall within a reasonable time thereafter document such request for services  
7 and acknowledgment thereof.

8 B. Authorization to Proceed with Work: For each Matter, ATTORNEY shall  
9 commence performance of services upon receiving authorization to proceed with work from the  
10 County Counsel, or their designee.

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

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

20 In the performance of the tasks identified in section 1 under this Agreement, ATTORNEY  
21 shall provide only those services that are necessary to carry out such tasks in an efficient and  
22 effective manner.

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

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

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

28 C. the lawyer has exceptional technical legal skills;

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

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

32 F. the lawyer is reasonably available when County Counsel, or their

1 designee, needs to consult with the lawyer on short notice;

2 G. the lawyer anticipates potential problems and advises County Counsel  
3 regarding same;

4 H. the lawyer explains complex municipal finance concepts to County  
5 Counsel, or their designee, so that County Counsel, or their designee, has a clear and complete  
6 understanding of the relevant issues and facts of a matter; and

7 I. the lawyer cooperates with County Counsel, or their designee, and other  
8 members of the financing team, including amicably resolving disputes, if any, among financing  
9 team members to the satisfaction of County Counsel, or their designee.

10 3. Compensation of ATTORNEY: COUNTY shall compensate ATTORNEY  
11 pursuant to the terms and conditions of this Agreement only for the performance of those tasks,  
12 to the reasonable satisfaction of COUNTY, that relate to the subject matter of this Agreement.

13 **The maximum compensation payable to ATTORNEY under this agreement is \$250,000.** It  
14 is understood that COUNTY shall **not** be obligated to compensate ATTORNEY for any work,  
15 services, or functions performed by ATTORNEY: (i) in seeking to obtain COUNTY's business  
16 or negotiating with COUNTY to enter into this Agreement or (ii) in providing COUNTY with  
17 documentation, explanations, or justifications concerning the adequacy or accuracy of its  
18 invoices for the performance of services under this Agreement and resolving same to the  
19 reasonable satisfaction of COUNTY.

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

22 Partners: \$637.50 – \$787.50

23 Associates: \$450

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

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

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

7 County Counsel, or their designee, on behalf of COUNTY, and ATTORNEY, may agree  
8 to a fixed rate of compensation, and related, reasonable and necessary out-of-pocket expenses,  
9 payable to ATTORNEY for ATTORNEY's performance of bond counsel and disclosure counsel  
10 services on the issuance of bonds or notes.

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

22 ATTORNEY shall be reimbursed for reasonable, and necessary out-of-pocket  
23 expenses, as follows: telephone charges, filing fees, courier charges, postage charges, printing  
24 and photographic reproduction expenses, and all such directly-related expenses.

25 ATTORNEY shall **not** be billed, compensated, or reimbursed for:

- 26 (a) Office supplies
- 27 (b) Electronic research (Westlaw, Lexis/Nexis, etc.)
- 28 (c) Travel time without working on the file. Only time spent working on the Matter  
29 shall be billed. Local travel (within County limits) shall not be billed.
- 30 (d) Allowance for meals shall be calculated on either a per diem option or the  
31 actual reasonable cost option. The per diem allowable amounts are those  
32 established by the U.S. General Services Administration (GSA) for the

1 locality in which the business is conducted, found on the GSA website at  
2 www.gsa.gov/perdiem. ATTORNEY must attach to each billing a copy of the  
3 page from the GSA website used to calculate the reimbursement rate for  
4 each allowance under the per diem option. Receipts must be provided for  
5 meals for reimbursement to be provided under the actual cost allowance.

6 (e) Administrative or clerical work, including but not limited to bill  
7 preparation/modification, proofreading, word processing, conflicts checking,  
8 calendaring, scanning, imaging, file creation, docketing, organizing files,  
9 bates stamping, converting data, database management, copying, and data  
10 input

11 (f) Time spent "getting up to speed" for a firm professional due to staff turnover  
12 or vacation/unavailability of primarily assigned attorney

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

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

- 27 A. The specific nature of each task performed as services under this  
28 Agreement;
- 29 B. The name of the person performing each such task;
- 30 C. The number of hours worked by each such person for each such task;
- 31 D. The hourly rate per each such person performing each such task; and
- 32 E. The related, reasonable and necessary, out-of-pocket expenses

1 incurred, as provided for in section 3 of this Agreement.

2 In addition to the requirements of this section 4 of this Agreement, each invoice shall set  
3 forth a summary of hours worked by each partner and associate lawyer, and paralegal (if  
4 compensable under section 3 of this Agreement) for the applicable billing period. Furthermore,  
5 each such invoice shall set forth the product of such summary of hours worked by each person  
6 multiplied by such person's billing rate, as set forth herein (e.g., Attorney Smith's total hours  
7 worked = 10 hours; Attorney Smith's hourly billing rate is \$700; 10 hours x Attorney Smith's  
8 billing rate of \$700 per hour = \$7,000).

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

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

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

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

26 5. Term of Agreement: This Agreement is effective as of July 1, 2026. At any time  
27 during the five-year period of July 1, 2026, through and including June 30, 2031, the County  
28 Counsel, or their designee, may authorize ATTORNEY to perform any work under section 1 of  
29 this Agreement, and ATTORNEY's performance of such work may occur during such period, or  
30 may occur any time after June 30, 2031.

31 Either party may terminate this Agreement at any time, either in whole or in part.  
32 However, if ATTORNEY elects to terminate this Agreement, COUNTY's rights under any

1 pending Matter which may arise from ATTORNEY's services hereunder shall not be prejudiced  
2 due to such termination as required by the Rules of Professional Conduct of the State Bar of  
3 California. Subject to section 3 of this Agreement, ATTORNEY shall be paid for all services  
4 performed to the date of termination of this Agreement, which are done to the reasonable  
5 satisfaction of COUNTY.

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

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

26       7.     Hold Harmless:

27       (a)    Except with regard to professional negligence, as provided in Paragraph (b)  
28 below, ATTORNEY shall indemnify, hold harmless, and defend COUNTY, its officers, officials  
29 and employees from any and all loss, liability, fines, penalties, forfeitures, costs and damages  
30 (whether in contract, tort, or strict liability, including but not limited to personal injury, death at  
31 any time and property damage) incurred by COUNTY, ATTORNEY, or any other person, and  
32 from any and all claims, demands, and actions in law or equity (including reasonable attorney's

1 fees and litigation expenses) incurred by COUNTY, ATTORNEY, or any other person, arising  
2 out of the active or passive negligence or willful misconduct of ATTORNEY or any of its  
3 employees, agents, or in connection with this Agreement. ATTORNEY's obligations under the  
4 preceding sentence shall apply regardless of whether COUNTY or any of its officers, officials,  
5 employees, or agents are actively or passively negligent, but shall not apply to any loss, liability,  
6 fines, penalties, forfeitures, costs and damages caused solely by the active negligence, or willful  
7 misconduct of COUNTY, its officials, officers, employees, or agents.

8 (b) Specifically regarding professional negligent errors or omissions, ATTORNEY  
9 shall indemnify, hold harmless, and defend COUNTY, its officers, officials and employees from  
10 any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract,  
11 tort, or strict liability, including but not limited to personal injury, death at any time and property  
12 damage) incurred by COUNTY, ATTORNEY, or any other person, and from any and all claims,  
13 demands and actions in law or equity (including reasonable attorney's fees and litigation  
14 expenses) incurred by COUNTY, ATTORNEY, or any other person, to the proportionate extent  
15 it arises out of or in connection with the professional negligent errors or omissions of  
16 ATTORNEY in the performance of this Agreement.

17 (c) COUNTY's receipt of any insurance certificates required herein does not in any  
18 way relieve the ATTORNEY from its obligations under this section 7 of this Agreement. The  
19 provisions of this section 7 shall survive the termination of this Agreement.

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

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

25 B. Comprehensive general liability insurance with limits of coverage of not  
26 less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four  
27 Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. ATTORNEY  
28 shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents,  
29 employees, and volunteers, individually and collectively, as additional insureds, but only insofar  
30 as the operations under this Agreement are concerned. Such coverage for additional insureds  
31 will apply as primary insurance and any other insurance, or self-insurance, maintained by the  
32 COUNTY is excess only and not contributing with insurance provided under ATTORNEY's

1 policy.

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

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

7 Additional Insurance Requirements

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

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

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

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

30 All such insurance policies shall be issued by insurers who have at least have an A.M.  
31 Best, Inc. rating of A:VII or greater (except for the Professional Liability Insurance policy, which  
32 shall be issued by an insurer who has at least a Standard & Poor's and Fitch's rating of AA-

1 because the specialized carrier is fulfilling a need in a specialty market) and shall be acceptable  
2 to COUNTY's Department of Human Resources, Risk Management Division.

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

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

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

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

30 In addition to its obligations set forth above, ATTORNEY agrees that it shall maintain, at  
31 its sole expense, in full force and effect for a period of three (3) years following the termination  
32 of this Agreement a policy of professional liability insurance with limits of coverage of not less

1 than Ten Million Dollars (\$10,000,000) per covered event; provided, however, in the event that  
2 ATTORNEY does not maintain such policy of insurance for such entire three (3) year period,  
3 ATTORNEY shall maintain, at its sole expense, in full force and effect extended claims reporting  
4 coverage insurance in lieu thereof in the amount of not less than Ten Million Dollars  
5 (\$10,000,000).

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

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

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

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

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

19 12. Conflict of Interest: ATTORNEY promises, covenants, and warrants that, after  
20 having performed a reasonable investigation, the performance of its services and  
21 representation to COUNTY under this Agreement do not result in a "conflict of interest."  
22 ATTORNEY further promises, covenants, and warrants that it will keep reasonably informed of  
23 its services to the COUNTY and other clients to ensure that the performance of its services and  
24 representation to COUNTY under this Agreement will not result in a "conflict of interest." In the  
25 event a "conflict of interest" occurs, ATTORNEY will request COUNTY's Board of Supervisors  
26 to waive such "conflict of interest" on a case-by-case basis. For purposes of this paragraph 12,  
27 the phrase "conflict of interest" has the same meaning as in the California Rules of Professional  
28 Conduct.

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

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

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

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

6 <u>COUNTY</u>	7 <u>ATTORNEY</u>
8 County Counsel 9 COUNTY OF FRESNO 2220 Tulare Street, 5th Floor Fresno, CA 93721	Diane K. Quan Hawkins Delafield & Wood LLP 300 South Grand Avenue Los Angeles, CA 90071

10 Either party may change their respective information set forth above in this section by  
11 giving notice as provided in this section.

12 Each notice between COUNTY and ATTORNEY provided for or permitted under this  
13 Agreement must be in writing, state that it is a notice provided under this Agreement, and be  
14 delivered either by personal service, by first-class United States mail, by an overnight  
15 commercial courier service, by telephonic facsimile transmission, or by Portable Document  
16 Format (PDF) document attached to an email.

- 17 A. A notice delivered by personal service is effective upon service to the recipient.
- 18 B. A notice delivered by first-class United States mail is effective three COUNTY  
19 business days after deposit in the United States mail, postage prepaid, addressed  
20 to the recipient.
- 21 C. A notice delivered by an overnight commercial courier service is effective one  
22 COUNTY business day after deposit with the overnight commercial courier service,  
23 delivery fees prepaid, with delivery instructions given for next day delivery,  
24 addressed to the recipient.
- 25 D. A notice delivered by email is effective when transmission to the recipient is  
26 completed (but, if such transmission is completed outside of COUNTY business  
27 hours, then such delivery is deemed to be effective at the next beginning of a  
28 COUNTY business day), provided that the sender maintains a record of the  
29 completed transmission.

30 For all claims arising from or related to this Agreement, nothing in this Agreement  
31 establishes, waives, or modifies any claims presentation requirements or procedures provided  
32 by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code,

1 beginning with section 810).

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

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

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

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

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


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

29       20. No Third-Party Beneficiaries: This Agreement does not and is not intended to  
30 create any rights or obligations for any person or entity except for the parties to this Agreement.

31       21. Headings: The headings and section titles in this Agreement are for convenience  
32 only and are not part of this Agreement.

1           22.    Electronic Signatures: The parties agree that this Agreement may be executed  
2 by electronic signature as provided in this section. An "electronic signature" means any symbol  
3 or process intended by an individual signing this Agreement to represent their signature,  
4 including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten  
5 signature; or (3) an electronically scanned and transmitted (for example by PDF document)  
6 version of an original handwritten signature. Each electronic signature affixed or attached to this  
7 Agreement (1) is deemed equivalent to a valid original handwritten signature of the person  
8 signing this Agreement for all purposes, including but not limited to evidentiary proof in any  
9 administrative or judicial proceeding, and (2) has the same force and effect as the valid original  
10 handwritten signature of that person. The provisions of this section satisfy the requirements of  
11 Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,  
12 Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature  
13 represents that it has undertaken and satisfied the requirements of Government Code section  
14 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely  
15 upon that representation. This Agreement is not conditioned upon the parties conducting the  
16 transactions under it by electronic means and either party may sign this Agreement with an  
17 original handwritten signature.

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

20           HAWKINS, DELAFIELD & WOOD LLP  
21  
22 By  \_\_\_\_\_  
23           Diane K. Quan  
            Partner

            COUNTY OF FRESNO  
  
By \_\_\_\_\_  
            Garry Bredefeld, Chairman of the  
            Board of Supervisors of the  
            County of Fresno

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

By \_\_\_\_\_  
            Deputy

29           ORG:           2540  
30           FUND:          0001  
31           ACCOUNT:       7295  
32           SUBCLASS:     10000

## 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).

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