

L-312-P
Manco-Abbott/Kerman/DSS/5610/Perm

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter LEASE) is made and entered into this 6th day of June, 2017, by and between KERMAN SHOPPING PLAZA, LLC, 990 Highland Dr., Suite #200, Solana Beach, CA 92075, (hereinafter LESSOR), and the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, 21st Floor, Room 2101, Fresno, CA 93721-2106 (hereinafter LESSEE). LESSOR and LESSEE shall also be referred to herein singularly as a "Party" and collectively as "Parties."

1. LEASED PREMISES - LESSOR hereby leases to LESSEE approximately 4,550 square feet of office space at the location commonly known as 15010 W. Whitesbridge Road, Kerman, CA 93630 (hereinafter the "Premises").

2. TERM - The term of this Lease shall be month to month (the "Term") commencing on the date LESSEE first takes occupancy of the Premises (hereinafter "Commencement Date"). The Commencement Date shall be fixed as the first day of the month that immediately follows the date written acknowledgement is signed by LESSOR and LESSEE's Director of Internal Services, specifying that LESSOR has substantially completed the Lessor Improvements provided for in Section 6 herein and a building occupancy permit, if necessary, has been issued by the local governing agency. It is understood by the parties herein that LESSEE'S occupancy of the Premises shall commence only after said written acknowledgement is executed.

3. RENT - LESSEE shall pay monthly rent for the Premises ("Rent") beginning on the Commencement Date, as follows:

Rent Period	Rent/Month
Monthly	\$ 5,687.50

1 4. UTILITIES – LESSEE shall pay directly those metered costs for its use of
2 natural gas and electricity, water, garbage, sewer and all costs associated with its use of
3 telephone service.

4 5. USE – LESSEE shall use the Premises as office space for its Department of
5 Social Services or for any other County of Fresno department, office, or agency. LESSEE
6 agrees to comply with all applicable laws, ordinances and regulations in connection with such
7 use.

8 LESSOR covenants that: (i) the Premises are suitable for the intended use; (ii) the
9 Premises are in compliance with all applicable laws, ordinances and regulations, including but
10 not limited to safety regulations, health and building codes; and (iii) the Premises shall remain
11 in such compliance throughout the term of this LEASE, subject to any changes made to the
12 Premises by LESSEE during the period this Lease is in force.

13 6. LESSOR IMPROVEMENTS – LESSOR shall construct ADA restrooms and
14 ensure the HVAC is in good working condition prior to LESSEE's occupancy. Excepting the
15 foregoing, LESSEE shall occupy the Premises in its as-is condition.

16 7. MAINTENANCE AND REPAIRS – LESSOR shall be responsible for all exterior
17 and interior maintenance, including repair of air conditioning, heating units, plumbing systems,
18 electrical systems, interior light fixture ballasts, fire sprinkler system, roof, painting, flooring,
19 landscape, parking and other common area maintenance at the Premises. LESSOR is also
20 responsible for the structural condition of the building and agrees that the building will always
21 be maintained in a condition acceptable for the LESSEE'S intended use of the Premises.
22 Notwithstanding any of the foregoing, LESSOR shall have no responsibility to repair any
23 damage to the Premises caused by LESSEE.

24 In the event building systems such as air conditioning and heating units' malfunction,
25 restroom fixtures are not draining properly, or water intrusion, leaks or other events that
26 immediately impact the occupancy of the Premises by LESSEE occur, LESSOR (or
27 LESSOR'S property manager) shall use all commercially-reasonable efforts to respond within
28 twenty-four (24) hours after contact by LESSEE to initiate repairs and (if required) replace

1 equipment to restore the systems to full working order. Structural issues, including but not
2 limited to damaged doors, walls, roof, and windows shall be a priority, and LESSOR or its
3 property manager shall use all commercially-reasonable efforts to address such issues within
4 the same day such are reported. LESSOR covenants that the Premises shall be maintained in
5 substantially the same condition as that existing at the commencement of this LEASE.

6 8. JANITORIAL SERVICES AND COST – LESSOR, at LESSOR's sole initial cost
7 and expense (subject to paragraph 2 of this Section 8), shall procure and provide janitorial
8 services and supplies at the Premises (hereinafter "Janitorial Services"). The Janitorial
9 Services shall be provided five (5) days per week and will include the services and supplies as
10 described in Exhibit "A", attached hereto and by this reference incorporated herein.

11 LESSEE shall reimburse LESSOR for LESSOR's actual monthly cost of Janitorial
12 Services, plus pay LESSOR an administrative fee of ten percent (10%) of such amount for
13 LESSOR's administration of same (hereinafter "Janitorial Cost") within forty-five (45) days from
14 receipt of LESSOR's approved invoice(s). This monthly Janitorial Cost shall be in addition to
15 the Base Rent. LESSOR shall mail an invoice by the fifteenth (15th) day of each month for the
16 Janitorial Cost to: County of Fresno, Department of Social Services, Attn: DSS Business
17 Office, Kerman – DSS, P.O. Box 1912, Fresno, CA 93718.

18 LESSOR and LESSEE may agree to select a different janitorial service to correct
19 deterioration in the quality of the janitorial service, or for any other reason mutually agreed
20 upon by the parties.

21 9. COMPLIANCE WITH ALL LAWS – As to the Premises, LESSOR acknowledges
22 public funds are used for payments made by LESSEE under this LEASE and for "public works"
23 projects. Accordingly, LESSOR shall comply with, and shall ensure compliance by all
24 contractors and subcontractors with, all applicable laws and regulations, including the payment
25 of prevailing wages pursuant to Section 1770 et. seq. of the Labor Code.

26 10. BREACH OF OBLIGATION TO MAINTAIN - In the event LESSOR breaches its
27 obligation to maintain the Premises as herein provided, LESSEE shall give written notice to
28 LESSOR within fifteen (15) days of the discovery of such breach. LESSOR shall then have

thirty (30) days from the date of notice to cure its breach; however, that if such default continues for thirty (30) days after written notice thereof from LESSEE to LESSOR then LESSOR will not be in default hereunder if within such thirty (30) day period, LESSOR commences the curing of such default and diligently and in good faith prosecutes the same to completion. If the period for cure expires and if, in LESSEE'S sole and reasonable determination, LESSOR has failed to cure, then LESSEE may, at its election:

- (A) terminate this LEASE by providing thirty (30) days prior written notice. In such case, LESSEE shall have the right to demand LESSOR refund any monies which, in the reasonable judgment of LESSEE, were paid to LESSOR pursuant to the LEASE but which were not earned by LESSOR by consequence of its breach. Upon receipt of such demand, LESSOR shall promptly refund all such monies; or
- (B) cure LESSOR'S breach and deduct the cost of such cure, together with reasonable administrative costs, from LESSEE'S future rent obligation. LESSEE'S decision to cure LESSOR'S breach shall not constitute a waiver of any rights or remedies that LESSEE may have arising from this LEASE or by operation of law.

11. DESTRUCTION OR DAMAGE FROM CASUALTY - If the Premises are damaged or destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a sudden, unexpected, or unusual nature (hereinafter "Casualty"), then LESSOR shall either promptly and diligently repair the damage at its own cost, or terminate this LEASE as provided hereinbelow.

- (A) LESSOR'S Election to Repair: If LESSOR elects to repair the Casualty damage to the Premises, then it shall within thirty (30) days after the date of Casualty provide written notice (hereinafter "Notice of Repair") to LESSEE indicating the anticipated time required to repair. LESSOR shall bear the cost of all repairs to the Premises, including the cost to repair any alterations or fixtures installed or attached thereto by LESSEE. Such repairs shall restore the Premises to substantially the same condition as that existing immediately prior to such Casualty; such repairs shall also be made in compliance with all applicable state

1 and local building codes. LESSOR shall not be liable to LESSEE for
2 compensation for any loss of business, or any inconvenience or annoyance
3 arising from repair of the Premises as a result of the Casualty except for rent
4 reduction as hereinafter provided. LESSEE shall be responsible at its sole cost
5 and expense for the replacement of its personal property.

6 (B) LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect
7 to terminate this LEASE due to Casualty if: the Premises have been destroyed or
8 substantially destroyed by said Casualty; and the estimated time to repair the
9 Premises exceeds sixty (60) days from the date of the Casualty. LESSOR shall
10 provide LESSEE with written notice of its election to terminate within thirty (30)
11 days after the date of Casualty, specifying a termination date not less than thirty
12 (30) days from the date of said notice.

13 (C) Rent Reduction Due to Casualty: In the event of Casualty, LESSEE'S obligation
14 to pay rent shall be reduced beginning on the date of the Casualty. Such
15 reduction shall be proportional to the damage caused to the Premises by the
16 Casualty as reasonably determined by LESSEE and LESSOR. If LESSOR elects
17 to repair the Premises pursuant to the terms of this LEASE, then the rent
18 reduction shall continue until the date of substantial completion of repair.

19 (D) LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not receive a
20 Notice of Repair from LESSOR within thirty (30) days after a Casualty, or if the
21 anticipated period of repair contained in the Notice of Repair exceeds sixty (60)
22 days, then LESSEE may elect to terminate this LEASE by providing thirty (30)
23 days prior written notice to LESSOR. In such case, LESSEE shall have the right
24 to demand that LESSOR refund any monies which, in the judgment of LESSEE,
25 were paid to LESSOR pursuant to the LEASE but which were not earned by
26 LESSOR by consequence of the Casualty (for example, Base Rent or Additional
27 Rent paid in advance for the month of such Casualty). Upon receipt of such
28 demand, LESSOR shall promptly refund all such monies.

1 12. TERMINATION NOTICES – In the case of LESSEE, the County Administrative
2 Officer, Director of Internal Services/Chief Information Officer, Director of Social Services or a
3 designee of one of them, shall have the power to provide termination notices as described
4 herein to terminate this LEASE. Termination of this Agreement must be approved by the
5 County of Fresno Board of Supervisors.

6 13. NON FUNDING TERMINATION - This LEASE is contingent on the allocation of
7 funds by a governmental agency. Should funds not be allocated, this LEASE may be
8 terminated by the Board of Supervisors at any time by giving at least thirty (30) days prior
9 written notice to LESSOR.

10 14. HOLD HARMLESS – LESSOR agrees to indemnify, save, hold harmless, and at
11 LESSEE'S request, defend the LESSEE, its officers, agents, and employees from any and all
12 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to LESSEE
13 in connection with the performance, or failure to perform, by LESSOR, its officers, agents, or
14 employees under this LEASE, and from any and all costs and expenses, damages, liabilities,
15 claims, and losses occurring or resulting to any person, firm, or corporation who may be
16 injured or damaged by the performance, or failure to perform of LESSOR, its officers, agents,
17 or employees under the LEASE. This LEASE is made upon the expressed condition that the
18 LESSEE is to be free of all liability, damages or injury arising from structural failures of the
19 Leased Premises, including, but not limited to, external walls, glass, doors, roof and floor. The
20 parties acknowledge that as between LESSOR and LESSEE, each is responsible for the
21 negligence of its own employees and invitees.

22 15. INSURANCE - Without limiting the LESSEE'S right to obtain indemnification from
23 LESSOR or any third parties, LESSOR, at its sole expense, shall maintain in full force and
24 effect, the following insurance policies or a program of self-insurance throughout the term of
25 this Lease:

- 26 a. Commercial General Liability - Commercial General Liability Insurance with
27 limits of not less than One Million Dollars (\$1,000,000) per occurrence and
28 an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall

1 be issued on a per occurrence basis. LESSEE may require specific
2 coverages including completed operations, products liability, contractual
3 liability, Explosion-Collapse-Underground, fire legal liability, or any other
4 liability insurance deemed necessary because of the nature of this contract.

5 b. Automobile Liability - Comprehensive Automobile Liability Insurance with
6 limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars
7 (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00)
8 per accident and for property damages of not less than Fifty Thousand
9 Dollars (\$50,000.00), or such coverage with a combined single limit of Five
10 Hundred Thousand Dollars (\$500,000.00). Coverage should include owned
11 and non-owned vehicles used in connection with this LEASE, if any.

12 c. Worker's Compensation - A policy of Worker's Compensation insurance as
13 may be required by the California Labor Code.

14 LESSOR shall obtain endorsements to the Commercial General Liability insurance
15 naming the County of Fresno (hereinafter "County"), its officers, agents, and employees,
16 individually and collectively, as additional insured, but only insofar as the operations under this
17 LEASE are concerned. Such coverage for additional insured shall apply as primary insurance
18 and any other insurance or self-insurance maintained by LESSOR's officers, agents, and
19 employees shall be excess only and not contributing with insurance provided under
20 LESSOR'S policies herein. This insurance shall not be cancelled or changed without a
21 minimum or thirty (30) days advance written notice given to County.

22 Within (30) days from the date LESSOR executes this LEASE, LESSOR shall provide
23 certificates of insurance and endorsement as stated above for all of the foregoing policies, as
24 required herein, to the County of Fresno, Attn: ISD Lease Services (L-312-P), 333 W. Pontiac
25 Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and are in
26 full force; that the LESSEE, its officers, agents and employees will not be responsible for any
27 premiums on the policies; that such Commercial General Liability insurance names the
28 LESSEE, its officers, agents, and employees, individually and collectively, as additional

1 insured, but only insofar as the operations under this LEASE are concerned; that such
2 coverage for additional insured shall apply as primary insurance and any other insurance or
3 self- insurance shall not be cancelled or changed without a minimum of thirty (30) days
4 advance written notice given to LESSEE.

5 In the event LESSOR fails to keep in effect at all times insurance coverage as herein
6 provided, the LESSEE may, in addition to other remedies it may have, suspend or terminate
7 this Lease upon the occurrence of such event.

8 All policies shall be with admitted insurers licensed to do business in the State of
9 California. Insurance purchased shall be purchased from companies possessing a current A.M
10 Best Company rating of A FSC VII or better.

11 LESSEE shall maintain during the term of this Lease the following policies of
12 insurance, which coverages may be provided in whole or in part through one or more
13 programs of self-insurance:

14 a. Commercial General liability insurance with limits of not less than One
15 Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of not less than Two
16 Million Dollars (\$2,000,000.00). This policy shall be issued on an occurrence basis

17 b. All-Risk property insurance.

18 16. SURRENDER OF POSSESSION - Upon the expiration or termination of this
19 LEASE, LESSEE will surrender the Premises to LESSOR in such condition as existing at the
20 commencement of this LEASE, less reasonable wear and tear, less the effects of any
21 Casualty as herein defined, and less the effects of any breach of LESSOR'S covenant to
22 maintain. LESSEE will not be responsible for any damage which LESSEE was not obligated
23 hereunder to repair.

24 17. FIXTURES - LESSOR agrees that any equipment, fixtures or apparatus installed
25 in or on the Premises by LESSEE shall continue to be the property of LESSEE and may be
26 removed by LESSEE at any time. LESSEE shall repair any damage caused by the removal of
27 fixtures. Any fixtures not removed when LESSEE surrenders possession shall become the
28 property of LESSOR.

1 18. RIGHT OF ENTRY - LESSOR, or its representative(s), upon giving 24 hours
2 written notice, or immediately in the event of an emergency, shall have the right to enter the
3 Premises at any time during business hours, or at such other time as LESSEE deems
4 appropriate, to make any alterations, repairs or improvements to the Premises. The normal
5 business of LESSEE or its invitees shall not be unnecessarily inconvenienced.

6 19. AMENDMENT - This LEASE may only be amended in writing by the mutual
7 consent of the parties, without in any way affecting the remainder.

8 20. ASSIGNMENT - Neither party shall assign, transfer or sub-let this LEASE, or its
9 rights or duties under this LEASE, without the prior written consent of the other party, which
10 consent shall not be unreasonably withheld or denied, except that LESSOR may sell the
11 Premises or any part thereof, without first obtaining LESSEE's consent. Should LESSOR sell the
12 Premises or any part thereof, LESSOR shall promptly notify LESSEE in writing of such sale.

13 21. GOVERNING LAW - Venue for any action arising out of or relating to this
14 LEASE shall be in Fresno County, California. This LEASE shall be governed by the laws of
15 the State of California.

16 22. NOTICES - All notices to be given under this LEASE by either Party to the other
17 Party shall be in writing, and given by any one of the following methods:

18 (i) Personal delivery; or

19 (ii) Sent by certified United States mail, first class postage prepaid, with
20 return receipt requested, to the applicable addresses as set forth below, in which case such
21 notice shall be deemed given three (3) business days if LESSOR is the recipient, or three (3)
22 LESSEE business days if LESSEE is the recipient, after such deposit and postmark with the
23 United States Postal Service; or

24 (iii) Sent by a reputable overnight commercial courier, in which case such
25 notice shall be deemed given one (1) business day if LESSOR is the recipient, or one (1)
26 LESSEE business day if LESSEE is the recipient, after such deposit with that courier to the
27 applicable addresses as set forth below; or

28 The addresses and telephone numbers of the Parties for purposes of giving receiving

1 notices under this LEASE are as follows:

2 LESSEE:

3 County of Fresno (L-312)
4 Robert W. Bash, Director of Internal
5 Services/Chief Information Officer
6 333 W. Pontiac
7 Clovis, CA 93612

LESSOR:

KERMAN SHOPPING PLAZA, LLC.
990 Highland Dr., Suite #200
Solana Beach, CA 92075
Attention: Matthew C. Strauss

7 Provided however, such notices may be given to such person or at such other place as
8 either of the Parties may from time to time designate by giving written notice to the other Party,
9 and provided further however, in any event, notices of changes of address or termination of this
10 LEASE shall not be effective until actual delivery of such notice. Notices given hereunder shall
11 not be amendments or modifications to this LEASE.

12 23. INDEPENDENT CONTRACTOR - In performance of the work, duties and obligations
13 assumed by LESSOR under this LEASE, it is mutually understood and agreed that LESSOR,
14 including any and all of the LESSOR'S officers, agents, and employees will at all times be acting
15 and performing as an independent contractor, and shall act in an independent capacity and not as
16 an officer, agent, servant, employee, joint venture, partner, or associate of the LESSEE.
17 Furthermore, LESSEE shall have no right to control or supervise or direct the manner or method
18 by which LESSOR shall perform its work and function. However, LESSEE shall retain the right to
19 administer this LEASE so as to verify that LESSOR is performing its obligations in accordance with
20 the terms and conditions thereof.

21 LESSOR and LESSEE shall comply with all applicable provisions of law and the rules
22 and regulations, if any, of governmental authorities having jurisdiction over matters the subject
23 thereof.

24 Because of its status as an independent contractor, LESSOR shall have absolutely no
25 right to employment rights and benefits available to LESSEE'S employees. LESSOR shall be
26 solely liable and responsible for providing to, or on behalf of its employees, all legally-required
27 employee benefits. In addition, LESSOR shall be solely responsible and save LESSEE
28 harmless from all matters relating to payment of LESSOR'S employees, including compliance

1 with Social Security withholding and all other regulations governing such matters. It is
2 acknowledged that during the term of this LEASE, LESSOR may be providing services to
3 others unrelated to the LESSEE or to this LEASE.

4 24. DISCLOSURE OF SELF DEALING TRANSACTIONS – This provision is only
5 applicable if the LESSOR is operating as a corporation (a for-profit or non-profit corporation) or
6 if during the term of this LEASE, the LESSOR changes its status to operate as a corporation.

7 Members of LESSOR'S Board of Directors shall disclose any self-dealing transactions
8 that they are a party to while LESSOR is providing goods or performing services under this
9 LEASE. A self-dealing transaction shall mean a transaction to which the LESSOR is a party
10 and in which one or more of its directors has a material financial interest. Members of the
11 Board of Directors shall disclose any self-dealing transactions that they are a party to by
12 completing and signing a Self-Dealing Transaction Disclosure Form Exhibit "B", attached
13 hereto and by this reference incorporated herein, and submitting it to the County of Fresno
14 prior to commencing with the self-dealing transaction or immediately thereafter.

15 25. AUTHORITY

16 (a) Each individual executing this LEASE on behalf of LESSOR represents and
17 warrants that such individual is duly authorized to execute and deliver this LEASE on behalf of
18 KERMAN SHOPPING PLAZA, LLC , and that this LEASE is binding upon KERMAN
19 SHOPPING PLAZA, LLC , in accordance with its terms.

20 (b) Each individual executing this LEASE on behalf of LESSEE represents and
21 warrants that such individual is duly authorized to execute and deliver this LEASE on behalf of
22 THE COUNTY OF FRESNO, and that this LEASE is binding upon THE COUNTY OF
23 FRESNO, in accordance with its terms.

24
25 26. ENTIRE LEASE - This LEASE, including the Exhibits attached hereto, constitutes
26 the entire LEASE between the LESSOR and LESSEE with respect to the subject matter
27 hereof and supersedes all prior leases, negotiations, proposals, commitments, writings,
28 advertisements, publications, and understandings of any nature whatsoever unless expressly

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1 referenced in this LEASE.

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This LEASE shall be binding on and inure to the benefit of LESSOR'S heirs,
successors and assigns. EXECUTED as of the date first herein written.

LESSEE:
COUNTY OF FRESNO

By Brian Pacheco
Brian Pacheco, Chairman
Board of Supervisors

ATTEST: BERNICE E. SEIDEL, CLERK
BOARD OF SUPERVISORS

By Bernice Seidel
Deputy

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

By Daniel C. Cederborg
Deputy

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, C.P.A.
TAX COLLECTOR AUDITOR-
CONTROLLER/TREASURER

By Oscar J. Garcia

RECOMMENDED FOR APPROVAL:

By Robert W. Bash
Robert W. Bash, Director of Internal
Services/Chief Information Officer

RECOMMENDED FOR APPROVAL:

By Delino E. Neira
Delino E. Neira, Director
Department of Social Services

Fund 0001
Subclass 10000
Org No. 5610
Acct. No. 7340

Kerman/L-312-P Manco-Abbott/DSS

LESSOR:
Kerman Shopping Plaza, LLC.

By Matthew C. Strauss
Matthew C. Strauss, its Manager

By _____

EXHIBIT "A"
JANITORIAL DUTIES
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PERFORMED DAILY

- Vacuum all carpeted areas
- Sweep and/or dry mop floors
- Dust cleared desk and table surfaces, clean counters
- Empty all waste baskets and dispose of trash in appropriate trash bins
- Clean smudges and unsightly appearances from door jambs, light switches, glass partitions and counters
- Clean and sanitize all sinks, toilets and urinals
- Clean all restroom mirrors, tile and splash walls
- Spot clean restroom walls and partitions
- Refill supplies in restroom (paper towels, toilet tissue, soap, etc)

PERFORMED EVERY MONTH

- Dust all blinds and sills

PERFORMED AS REQUIRED

- Wet mop floors
- Remove interior cobwebs
- Dust wall picture frames and partition tops
- High dust, including walls, light fixtures, vents and ledges above normal reach door ledges
- Wash/clean light fixtures, walls, A/C vents
- Dust/clean baseboards
- Spot clean carpets
- Steam clean all carpets
- Strip and wax all vinyl and tile flooring
- Interior windows
- Exterior windows

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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).

Mail the completed form to:

County of Fresno
Attn: Lease Services (L-289)
Internal Services Department
2220 Tulare Street, Suite 2100
Fresno, CA 93721-2106

(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:	