

AGREEMENT

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THIS AGREEMENT is made and entered into this 28th day of April, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Lexipol, LLC, a Delaware corporation, whose address is 2611 Internet Blvd., Suite 100 Frisco, TX 75034, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY engaged CONTRACTOR to provide certain law enforcement policy manual and daily training bulletin services, by that certain written agreement (A-15-102) dated March 24, 2015 (the "Original Agreement");

WHEREAS, the parties desire to execute this Agreement effective retroactive to February 1, 2020, to evidence the intent and actions of the parties hereto for an agreement of the above-mentioned services, based on the terms and conditions of the Original Agreement for the time period commencing on February 1, 2020 and ending on March 31, 2020 ("First Ratification Period");

WHEREAS, COUNTY desires to enter into a new agreement ("New Agreement") effective retroactive to April 1, 2020 to obtain law enforcement policy manual and daily training bulletin services for the COUNTY's Sheriff's Office ("Sheriff's Office") personnel during the New Term (defined below) beginning on April 1, 2020; and

WHEREAS, CONTRACTOR is qualified and willing to provide policy manual and daily training bulletin services through access to the Lexipol Knowledge Management System.

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

1. RATIFICATION OF THE ORIGINAL AGREEMENT

A. Notwithstanding anything to the contrary in the Original Agreement, the Original Agreement is attached hereto, as Exhibit D, and incorporated herein as though its terms and conditions are fully set forth below, and together with the terms and conditions set forth below, constitute the entire agreement and understanding between CONTRACTOR and COUNTY concerning the subject matter hereof during the First Ratification Period, and supersede all previous negotiations, proposals,

1 commitments, writings, advertisements, publications and understandings of any nature whatsoever
2 unless expressly included in and modified by this Agreement.

3 B. Because this Agreement is effective retroactive to February 1, 2020, any services
4 that have been performed during the First Ratification Period, and for which compensation or
5 reimbursement of expenses has been paid, prior to the execution of this Agreement are hereby
6 approved and ratified by the parties. Except as modified herein, the terms and conditions of the Original
7 Agreement are ratified and restated herein in full, and all remaining terms and conditions contained in
8 the Original Agreement, that are not modified herein, shall remain in full force and effect until March 31,
9 2020.

10 2. NEW AGREEMENT

11 A. Except for Sections 18 and 19, hereinbelow, the remaining terms and conditions
12 of this Agreement shall only govern the provision of services during the New Term (defined below) of the
13 New Agreement, commencing on April 1, 2020. Sections 18 and 19 shall govern the ratification of the
14 Original Agreement and the New Agreement. Because the New Agreement is effective retroactive to
15 April 1, 2020, any services that have been performed since April 1, 2020, and for which compensation or
16 reimbursement of expenses has been paid, prior to the execution of this Agreement are hereby
17 approved and ratified by the parties.

18 3. OBLIGATIONS OF THE CONTRACTOR

19 A. CONTRACTOR shall provide COUNTY access to customizable, state-specific law
20 enforcement policy content and daily training bulletin services through access to the Lexipol Knowledge
21 Management System, as well as assist COUNTY in the customization of CONTRACTOR's content to
22 meet the needs of COUNTY, as more specifically stated in Exhibit "A" to the New Agreement, attached
23 hereto and incorporated herein by this reference.

24 B. CONTRACTOR agrees to provide up to 400 hours of implementation services
25 during the New Term (defined below).

26 C. CONTRACTOR shall provide COUNTY subscriptions to the Lexipol Law
27 Enforcement Policy Manual and Daily Training Bulletin Service, to include:
28

- 1 1. Policy manual content, document management, training content and testing
- 2 through web-based proprietary system tools.
- 3 2. Regular and urgent updates to content via web-based tools
- 4 3. Integrated Daily Training Bulletins (DTBs)
- 5 4. Archiving of versions of the Sheriff's Office policy manual
- 6 5. Reporting features – including exception reporting with export capability to
- 7 Microsoft Excel.

8 4. OBLIGATIONS OF COUNTY

9 A. COUNTY shall maintain the confidentiality of COUNTY'S password and account.

10 COUNTY agrees to notify Lexipol immediately of any unauthorized use of COUNTY'S account or breach

11 of security.

12 B. COUNTY shall ensure that COUNTY'S username and password are for

13 COUNTY'S sole use, and COUNTY shall not share, distribute, sell or otherwise transfer its password or

14 username to other individuals.

15 C. COUNTY shall ensure that administrator passwords permitting access to Lexipol

16 Forum pages, Release Notes, and guide sheets is for use of COUNTY Administrator, and may not be

17 used by any other user.

18 5. TERM

19 The term of this New Agreement shall be for a period of three (3) years, commencing on 1st day of

20 April, 2020 through and including the 31st day of March, 2023 ("New Base Term"). This New Agreement

21 may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both

22 parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period

23 (New Base Term and the two extension periods shall be collectively hereinafter referred to as the "New

24 Term"). The Sheriff-Coroner-Public Administrator or her/his designee is authorized to execute such written

25 approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance of its obligations

26 hereunder.

27 6. TERMINATION

28 A. Non-Allocation of Funds - The terms of this New Agreement, and the services to be

1 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
2 Should sufficient funds not be allocated, the services provided may be modified, or this New Agreement
3 terminated, at any time by giving CONTRACTOR thirty (30) days advance written notice.

4 B. Breach of Contract - COUNTY may immediately suspend or terminate this New
5 Agreement in whole or in part, where in the determination of COUNTY there is:

- 6 1) An illegal or improper use of funds;
- 7 2) A failure to comply with any term of this New Agreement;
- 8 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 9 4) Improperly performed service.

10 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this
11 New Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such
12 payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.
13 COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds
14 disbursed to CONTRACTOR under this New Agreement, which in the judgment of COUNTY were not
15 expended in accordance with the terms of this New Agreement. CONTRACTOR shall promptly refund any
16 such funds upon demand.

17 C. Without Cause - Under circumstances other than those set forth above, this New
18 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
19 intention to terminate to CONTRACTOR.

20 7. COMPENSATION/INVOICING COUNTY agrees to pay CONTRACTOR and
21 CONTRACTOR agrees to receive compensation based on the rates listed in Exhibit "B", which is attached
22 to the New Agreement and incorporated herein by this reference. CONTRACTOR shall submit monthly
23 invoices in triplicate to the County of Fresno Sheriff's Office, 2200 Fresno Street, Fresno, California 93721.

24 In no event shall compensation paid for services performed under this New Agreement be in excess
25 of two hundred forty-nine thousand six hundred and eighty dollars (\$249,680) during the New Term of this
26 New Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services
27 under this New Agreement shall be borne by CONTRACTOR. Within forty-five (45) days after receipt of
28 the invoice, COUNTY will remit payment to CONTRACTOR. Such payment shall be sent to:

1 Lexipol, LLC
2 2611 Internet Blvd., Suite 100
3 Frisco, TX 75034

4 8. INDEPENDENT CONTRACTOR In performance of the work, duties and obligations
5 assumed by CONTRACTOR under this New Agreement, it is mutually understood and agreed that
6 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
7 times be acting and performing as an independent contractor, and shall act in an independent capacity and
8 not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore,
9 COUNTY shall have no right to control or supervise or direct the manner or method by which
10 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
11 this New Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
12 terms and conditions thereof.

13 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
14 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

23 9. MODIFICATION Any matters of this New Agreement may be modified from time to time by
24 the written consent of all the parties without, in any way, affecting the remainder.

25 10. NON-ASSIGNMENT Neither party shall assign, transfer or sub-contract this New
26 Agreement nor their rights or duties under this New Agreement without the prior written consent of the other
27 party.

28 11. HOLD HARMLESS CONTRACTOR agrees to indemnify, save, hold harmless, and at

1 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
2 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
3 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
4 officers, agents, or employees under this New Agreement, resulting from negligence or misconduct of
5 CONTRACTOR, and from any and all costs and expenses (including attorney's fees and costs), damages,
6 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
7 or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or
8 employees resulting from negligence or misconduct of CONTRACTOR, under this New Agreement.

9 12. COPYRIGHT

10 COUNTY expressly acknowledges and agrees that each and every policy provided by
11 CONTRACTOR including, but not limited to, all updates, revisions to CONTRACTOR content,
12 Supplemental Policy Publications and/or Procedures Manuals, and Daily Training Bulletins are expressly
13 created for COUNTY'S exclusive use. COUNTY further agrees that CONTRACTOR owns the copyright to
14 all content created by CONTRACTOR which is incorporated into Policy Publications and/or Procedure
15 Manuals, Policy and/or Procedure update content and Daily Training Bulletins (collectively, "Lexipol
16 Content"). COUNTY further agrees that any content within an Agency Policy Manual prepared by
17 COUNTY based in whole or in part on content created by CONTRACTOR, or based on any Supplemental
18 Policy Publications and/or Procedure Manuals, and Daily Training Bulletins copyrighted by CONTRACTOR
19 shall be derivative works subject to the copyright of CONTRACTOR. Subject to the provisions of this
20 Section 12, COUNTY shall have a perpetual right and license to use all materials provided by
21 CONTRACTOR for internal use under this New Agreement, and all derivative works based on such
22 materials. COUNTY will not import any subscription materials or any derivative work prepared by or for
23 COUNTY into any third-party knowledge/content management system or service which provides services
24 comparable to the commercial purpose or compensation. The foregoing does not, however, prohibit or
25 restrict COUNTY from providing subscription materials or derivative works prepared by or for COUNTY
26 pursuant to an order from a court or other governmental agency or other legal process or as required by the
27 California Public Records Act, nor does it prohibit or restrict COUNTY from displaying the
28 adopted/approved final policy document on a publicly accessible website for official COUNTY purposes.

1
2 13. INSURANCE

3 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties,
4 CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies
5 or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint
6 Powers Agreement (JPA) throughout the New term of the New Agreement:

7 A. Commercial General Liability

8 Commercial General Liability Insurance with limits of not less than Two Million Dollars
9 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
10 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
11 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
12 liability or any other liability insurance deemed necessary because of the nature of this contract.

13 B. Automobile Liability

14 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
15 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
16 used in connection with this New Agreement.

17 C. Professional Liability

18 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
19 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
20 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

21 D. Worker's Compensation

22 A policy of Worker's Compensation insurance as may be required by the California Labor
23 Code.

24 Additional Requirements Relating to Insurance

25 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
26 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
27 insured, but only insofar as the operations under this New Agreement are concerned. Such coverage for
28 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained

1 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
2 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
3 a minimum of thirty (30) days advance written notice given to COUNTY.

4 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
5 employees any amounts paid by the policy of worker's compensation insurance required by this New
6 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
7 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
8 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

9 Within Thirty (30) days from the date CONTRACTOR signs and executes this New Agreement,
10 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
11 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
12 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
13 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
14 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
15 and employees, individually and collectively, as additional insured, but only insofar as the operations under
16 this New Agreement are concerned; that such coverage for additional insured shall apply as primary
17 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
18 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's
19 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
20 days advance, written notice given to COUNTY.

21 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
22 provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this New
23 Agreement upon the occurrence of such event.

24 All policies shall be issued by admitted insurers licensed to do business in the State of California,
25 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
26 FSC VII or better.

27 14. AUDITS AND INSPECTIONS CONTRACTOR shall at any time during business hours, and
28 as often as COUNTY may deem necessary, make available to COUNTY for examination all of its records

1 and data with respect to the matters covered by this New Agreement. CONTRACTOR shall, upon request
2 by COUNTY, permit COUNTY to audit and inspect all of such records and data necessary to ensure
3 CONTRACTOR'S compliance with the terms of this New Agreement.

4 If this New Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject
5 to the examination and audit of the California State Auditor for a period of three (3) years after final payment
6 under contract (Government Code Section 8546.7).

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

9	<u>COUNTY</u>	<u>CONTRACTOR</u>
10	COUNTY OF FRESNO	Lexipol, LLC
11	Sheriff's Office	Attn: Van Holland
	2200 Fresno Street	2611 Internet Blvd., Suite 100
	Fresno, CA 93721	Frisco, TX 75034

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

27 16. DISCLOSURE OF SELF-DEALING TRANSACTIONS

28 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit

1 or non-profit corporation) or if during the New Term of this New Agreement, CONTRACTOR changes its
2 status to operate as a corporation.

3 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
4 they are a party to while CONTRACTOR is providing goods or performing services under this New
5 Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
6 and in which one or more of its directors has a material financial interest. Members of the Board of
7 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
8 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C to this New Agreement and
9 incorporated herein by reference, and submitting it to COUNTY prior to commencing with the self-
10 dealing transaction or immediately thereafter.

11 17. ENTIRE AGREEMENT This New Agreement constitutes the entire agreement between the
12 CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous
13 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
14 understanding of any nature whatsoever unless expressly included in this New Agreement.

15 18. GOVERNING LAW Venue for any action arising out of or related to this Agreement shall
16 only be in Fresno County, California.

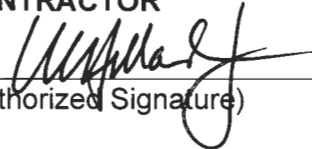
17 The rights and obligations of the parties and all interpretation and performance of this Agreement
18 shall be governed in all respects by the laws of the State of California.

19 19. COUNTERPARTS This Agreement may be executed in any number of counterparts,
20 each of which shall be deemed an original, but all of which together shall constitute one and the same
21 Agreement, binding on the Parties according to its terms and conditions.

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

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4 **CONTRACTOR**

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6 _____
(Authorized Signature)

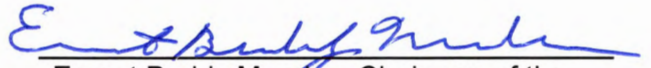
7 **VAN HOLLAND CFO**
8 _____
Print Name & Title

9 **2611 INTERNET BLVD SUITE 1000**

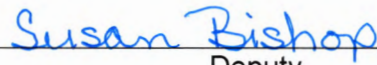
10 **FRESNO TX 75034**

Mailing Address

COUNTY OF FRESNO


Ernest Buddy Mendes, 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

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15 By: 
Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 Fund:0001

18 Subclass:10000

19 ORG:3111

20 Account:7295

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1 EXHIBIT A

2 **SCOPE OF SERVICES**

3 Lexipol offers the following products and services designed specifically to meet the goals and
4 expectations of the Fresno County Sheriff's Office

4 **Law Enforcement Policy Manual**

5 Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations
6 and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of
7 your agency's operations.

- 8 • More than 155 policies researched and written by public safety attorneys and subject matter
9 experts
- 7 • Policies based on California and federal laws and regulations as well as nationwide best
8 practices
- 9 • Content customized to reflect your agency's terminology and structure

10 **Daily Training Bulletins (DTBs)**

11 Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training
12 Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-
13 minute training exercises.

- 12 • Scenario-based training ties policy to real-world applications
- 13 • Understanding and retention of policy content is improved via a singular focus on one distinct
14 aspect of the policy
- 14 • Each Daily Training Bulletin concludes with a question that confirms the user understood the
15 training objective
- 15 • Daily Training Bulletins can be completed via computers or from smartphones, tablets or other
16 mobile devices
- 16 • Reports show completion of Daily Training Bulletins by agency member and topic

17 **Policy Updates**

18 Lexipol's legal and content development teams continuously review state and federal laws and
19 regulations, court decisions and evolving best practices. When needed, we create new and updated
20 policies and provide them to your agency, making it simple and efficient to keep your policy content up
21 to date.

- 20 • Updates delivered to you through Lexipol's web-based content delivery platform
- 21 • Changes presented in side-by-side comparison against existing policy so you can easily identify
22 modifications/improvements
- 22 • Your agency can accept, reject or customize each update

23 **Web-Based Delivery Platform and Mobile App (Knowledge Management System)**

24 Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all
25 your policy and training content, and our KMS mobile app facilitates staff use of policies and training
26 completion.

- 25 • Ability to edit and customize content to reflect your agency's mission and philosophy
- 26 • Efficient distribution of policies, updates and training to staff
- 27 • Archival and easy retrieval of all versions of your agency's policy manual
- 27 • Mobile app provides in-the-field access to policy and training materials

28 **Reports**

1 Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read
2 reports that enhance command staff meetings and strategic planning.

- 3 • Track and report when your personnel have acknowledged policies and policy updates
- 4 • Produce reports showing completion of Daily Training Bulletins
- 5 • Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- 6 • Reduce the time your supervisors spend verifying policy acknowledgement and training
7 completion

8 **Policy Management Platform**

9 Simplify management of your existing policy content and improve employee accountability with Lexipol's
10 Policy Management Platform. Provides one place to access policies, procedures, guidelines, general
11 orders and organizational communications.

- 12 • Provides powerful document management tools optimized for policy management
- 13 • Enhances compliance and accountability through electronic issuance and tracking of
14 acknowledgement
- 15 • Automates revision control and archival
- 16 • Allows you to create training against your policy content

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EXHIBIT B
SUBSCRIPTION AND HOURLY SERVICES

All labor, materials, equipment, expenses, etc., to provide Law Enforcement Policy Manual and additional service. Not to exceed 400 hours.	Hourly	\$150
Subscription by year.		
Year 1	Annual	\$35,727
Year 2	Annual	\$36,799
Year 3	Annual	\$37,903
Year 4	Annual	\$39,040
Year 5	Annual	<u>\$40,211</u>
Subscription Total		\$189,680
Contract Total:		\$249,680

1 EXHIBIT C

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

3
4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members
5 of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any
6 self-dealing transactions that they are a party to while providing goods, performing services, or both
7 for the County. A self-dealing transaction is defined below:

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

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

11 INSTRUCTIONS

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

2 **Name:** Not Applicable **Date:**

3 **Job Title:**

4 **(2) Company/Agency Name and Address:**

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9 **(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):**

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20 **(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):**

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27 **(5) Authorized Signature**

28 **Signature** : **Date:**

EXHIBIT D
ORIGINAL AGREEMENT

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AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of March, 2015, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Lexipol, LLC., a Delaware corporation whose address is 6B Liberty, Suite 200, Aliso Viejo, California 92656, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY desires to enter into an agreement to obtain law enforcement policy manual and daily training bulletin services for Sheriff's Office personnel; and

WHEREAS, CONTRACTOR is qualified and willing to provide policy manual and daily training bulletin services through access to the Lexipol Knowledge Management System;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall provide COUNTY access to customizable, state-specific law enforcement policy content and daily training bulletin services through access to the Lexipol Knowledge Management System, as well as assist the COUNTY in the customization of CONTRACTOR's content to meet the needs of the COUNTY, as more specifically stated in Exhibit "A", attached hereto and incorporated herein by reference.

A. CONTRACTOR agrees to provide up to 700 hours of implementation services.

B. CONTRACTOR shall provide COUNTY subscriptions to the Lexipol Law enforcement Policy Manual and Daily Training Bulletin Service, to include:

1. Policy manual content, document management, training content and testing through web-based proprietary system tools.
2. Regular and urgent updates to content via web-based tools

3. Integrated Daily Training Bulletins (DBTs)
4. Archiving of all versions of the Sheriff's Office policy manual
5. Reporting features - including exception reporting with export capability to Microsoft Excel.

2. OBLIGATIONS OF COUNTY

A. COUNTY shall maintain the confidentiality of COUNTY'S password and account. COUNTY agrees to notify Lexipol immediately of any unauthorized use of COUNTY'S account or breach of security.

B. COUNTY shall ensure that the COUNTY'S user name and password are for the COUNTY'S sole use and COUNTY shall not share, distribute, sell or otherwise transfer its password or username to other individuals.

C. COUNTY shall ensure that administrator passwords permitting access to Lexipol Forum pages, Release Notes, and guide sheets is for use of COUNTY Administrator and may not be used by any other user.

3. TERM

This Agreement shall become effective the 1st day of February, 2015 and shall terminate on the 31st day of January, 2018. Thereafter, the term of this Agreement shall automatically extend for two additional one-year (1) periods, from the 1st day of February 2018 to the 31st day of January 2019 and from 1st day of February, 2019 to the 31st day of December, 2020, unless either party provides written notice to the other of an intent not to extend the term of this Agreement, no later than thirty (30) days prior to the first day of the next one-year period. In no event shall the term of this Agreement extend beyond January 2020.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating

1 government agency. Should sufficient funds not be allocated, the services provided may be
2 modified, or this Agreement terminated, at any time by giving CONTRACTOR thirty (30) days
3 advance written notice.

4 B. Breach of Contract - COUNTY may immediately suspend or terminate this
5 Agreement in whole or in part, where in the determination of COUNTY there is:

- 6 1) An illegal or improper use of funds;
- 7 2) A failure to comply with any term of this Agreement;
- 8 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 9 4) Improperly performed service.

10 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any
11 breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
12 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to
13 the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment
14 to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment
15 of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR
16 shall promptly refund any such funds upon demand.

17 C. Without Cause - Under circumstances other than those set forth above, this
18 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
19 notice of an intention to terminate to CONTRACTOR.

20 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
21 CONTRACTOR agrees to receive compensation based on the rates listed in Exhibit "B", which is
22 attached hereto and incorporated herein by this reference. CONTRACTOR shall submit invoices
23 in triplicate to COUNTY's Sheriff's Office, 2200 Fresno Street, Fresno, California 93721.

24 In no event shall services performed under this Agreement be in excess of two
25 hundred seventy-five thousand three hundred and twenty-five dollars (\$275,325) during the term
26 of this Agreement. It is understood that all expenses incidental to CONTRACTOR's performance of
27 services under this Agreement shall be borne by CONTRACTOR. Within forty-five (45) days after
28 receipt of the invoice, COUNTY will remit payment to CONTRACTOR. Such payment shall be sent

1 to:

2

3

Lexipol

4

6B Liberty, Suite 200

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Aliso Viejo, CA 92656

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6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations

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assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that

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CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all

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times be acting and performing as an independent contractor, and shall act in an independent

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capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of

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the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the

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manner or method by which CONTRACTOR shall perform its work and function. However,

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COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is

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performing its obligations in accordance with the terms and conditions thereof.

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CONTRACTOR and COUNTY shall comply with all applicable provisions of law and

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the rules and regulations, if any, of governmental authorities having jurisdiction over matters the

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subject thereof.

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Because of its status as an independent contractor, CONTRACTOR shall have

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absolutely no right to employment rights and benefits available to COUNTY employees.

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CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees

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all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and

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save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,

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including compliance with Social Security withholding and all other regulations governing such

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matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be

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providing services to others unrelated to COUNTY or to this Agreement.

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7. MODIFICATION: Any matters of this Agreement may be modified from time to time

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by the written consent of all the parties without, in any way, affecting the remainder

1 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
2 Agreement nor their rights or duties under this Agreement without the prior written consent of the
3 other party.

4 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
5 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs
6 and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in
7 connection with any third party claim that any Lexipol Content (as defined below) provided to
8 COUNTY by CONTRACTOR infringes any copyright, trade secret or other intellectual property right
9 of such third party, provided that COUNTY gives CONTRACTOR prompt written notice of such third
10 party claim, and provided further that CONTRACTOR shall not indemnify COUNTY to the extent
11 the alleged infringement is caused by (a) COUNTY'S modification of the Lexipol Content, (b) use
12 of the Lexipol Content other than in accordance with this Agreement, or (c) COUNTY'S failure to
13 use acceptable non-infringing corrections made available by CONTRACTOR. COUNTY
14 understands that CONTRACTOR and its agents, employees and representatives have developed
15 policy guidelines and content in a good faith effort to comply with all applicable statutes, case
16 law and industry standards in effect at the time such polices were approved and adopted by
17 COUNTY. COUNTY acknowledges that CONTRACTOR shall not be responsible for updating these
18 policies to adhere to subsequent changes in the law or other conditions and those changes and
19 updates will only be provided by CONTRACTOR as a part of an annual subscription. While
20 CONTRACTOR has made a good faith effort to develop all policies and training in accordance
21 with existing law and standards, COUNTY acknowledges that neither CONTRACTOR nor any of its
22 agents, attorneys, employees or representatives are obligated to provide legal representation,
23 defense of indemnification for any litigation in which said policies are subject to challenge.

24 To the fullest extent permissible under applicable law, and except as otherwise herein
25 provided, CONTRACTOR and/or other persons creating or transmitting the information and the
26 service will in no event be liable to COUNTY or anyone else for any direct, indirect, consequential,
27 incidental, special, exemplary, or punitive damages for the information, even if CONTRACTOR or
28 other persons creating or transmitting the information or the service shall have been advised of

1 the possibility of such damages. To the fullest extent permitted by law, CONTRACTOR or other
2 persons creating or transmitting the information shall have no responsibility or liability to COUNTY or
3 anyone else under any tort, contract, negligence, strict liability, products liability or other theory
4 with respect to any subject matter of this agreement or terms and conditions of use thereto with
5 the exception of liability resulting from a finding of gross negligence, and/or willful and wanton
6 conduct of CONTRACTOR .

7 10. COPYRIGHT

8 COUNTY expressly acknowledges and agrees that each and every policy
9 provided by CONTRACTOR including, but not limited to, all updates, revisions to CONTRACTOR
10 content, Supplemental Policy Publications and/or Procedures Manuals, and Daily Training Bulletins
11 are expressly created for COUNTY'S exclusive use. COUNTY further agrees that CONTRACTOR
12 owns the copyright to all content created by CONTRACTOR which is incorporated into Policy
13 Manual(s), content created by CONTRACTOR which is incorporated into Supplemental Policy
14 Publications and/or Procedure Manuals, Policy and/or Procedure update content and Daily
15 Training Bulletins (hereinafter "Lexipol Content"). COUNTY further agrees that any content within
16 an Agency Policy Manual prepared by COUNTY based in whole or in part on content created by
17 CONTRACTOR , or based on any Supplemental Policy Publications and/or Procedure Manuals,
18 and Daily Training Bulletins copyrighted by CONTRACTOR shall be derivative works subject to the
19 copyright of CONTRACTOR. Subject to the provisions of this section 10, COUNTY shall have a
20 perpetual right and license to use all materials provided by CONTRACTOR for internal use under
21 this Agreement, and all derivative works based on such materials. COUNTY will not import any
22 subscription material or any derivative work prepared by or for COUNTY into any third party
23 knowledge/content management system or service which provides services comparable to the
24 services provided under this Agreement in competition with CONTRACTOR, regardless of
25 commercial purpose or compensation. The foregoing does not, however, prohibit or restrict
26 COUNTY from providing subscription material or derivative works prepared by or for COUNTY
27 pursuant to an order from a court or other governmental agency or other legal process or as
28 required by the California Public Records Act, nor does it prohibit or restrict COUNTY from

1 displaying the adopted/approved final policy document on a publicly accessible website for
2 official COUNTY purposes.

3 11. INSURANCE

4 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any
5 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
6 following insurance policies or a program of self-insurance, including but not limited to, an
7 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the
8 Agreement:

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than One
11 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
12 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific
13 coverages including completed operations, products liability, contractual liability, Explosion-
14 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary
15 because of the nature of this contract.

16 B. Automobile Liability

17 Comprehensive Automobile Liability Insurance with limits for bodily injury of
18 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand
19 Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand
20 Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand
21 Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in
22 connection with this Agreement.

23 C. Professional Liability

24 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
25 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than
26 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
27 aggregate.

1 D. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the
3 California Labor Code.

4 CONTRACTOR shall obtain endorsements to the Commercial General Liability
5 insurance naming the County of Fresno, its officers, agents, and employees, individually and
6 collectively, as additional insured, but only insofar as the operations under this Agreement are
7 concerned. Such coverage for additional insured shall apply as primary insurance and any other
8 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
9 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.

10 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
11 written notice given to COUNTY.

12 Within thirty (30) days from the date CONTRACTOR signs and executes this
13 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
14 above for all of the foregoing policies, as required herein, to the County of Fresno, Sheriff's
15 Business Office, 2100 Fresno Street, Fresno, CA 93721, stating that such insurance coverage have
16 been obtained and are in full force; that the County of Fresno, its officers, agents and employees
17 will not be responsible for any premiums on the policies; that such Commercial General Liability
18 insurance names the County of Fresno, its officers, agents and employees, individually and
19 collectively, as additional insured, but only insofar as the operations under this Agreement are
20 concerned; that such coverage for additional insured shall apply as primary insurance and any
21 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
22 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies
23 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
24 days advance, written notice given to COUNTY.

25 In the event CONTRACTOR fails to keep in effect at all times insurance
26 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
27 suspend or terminate this Agreement upon the occurrence of such event.

28 All policies shall be with admitted insurers licensed to do business in the State of

1 California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

3 12. AUDITS AND INSPECTIONS: CONTRACTOR shall at any time during business
4 hours, and as often as COUNTY may deem necessary, make available to COUNTY for
5 examination all of its records and data with respect to the matters covered by this Agreement.
6 CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such
7 records and data necessary to ensure CONTRACTOR's compliance with the terms of this
8 Agreement.

9 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
10 shall be subject to the examination and audit of the Auditor General for a period of three (3)
11 years after final payment under contract (Government Code Section 8546.7).

12 13. NOTICES: The persons and their addresses having authority to give and
13 receive notices under this Agreement include the following:

14	<u>COUNTY</u>	<u>CONTRACTOR</u>
15	COUNTY OF FRESNO	Lexipol
16	Sheriff's Office	Attn: Ron Wilkerson
17	2200 Fresno Street	6B Liberty, Suite 200
	Fresno, CA 93721	Aliso Viejo, CA 92656

18 Any and all notices between COUNTY and CONTRACTOR provided for under
19 this Agreement shall be in writing and shall be deemed duly served when personally delivered to
20 one of the parties, or in lieu of such personal services, when deposited in the United States Mail,
21 postage prepaid, addressed to such party.

22 14. VENUE AND GOVERNING LAW: Venue for any action arising out of or related
23 to this Agreement shall only be in Fresno County, California. The rights and obligations of the
24 parties and all interpretation and performance of this Agreement shall be governed in all
25 respects by the laws of the State of California.

26 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only applicable
27 if CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the
28 term of the agreement, CONTRACTOR changes its status to operate as a corporation.

1 Member of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
2 that they are a party to while CONTRACTOR is providing goods or performing services under this
3 Agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party
4 and in which one or more of its directors has a material financial interest. Members of the Board
5 of Directors shall disclose any self-dealing transactions to which they are a party during the term
6 of this Agreement, by completing and signing a Self-Dealing Transaction Disclosure Form
7 (attached here to as the last page of Exhibit "C") hereto, which is incorporated herein by this
8 reference), and submitting it to COUNTY prior to commencing with the self-dealing transaction or
9 immediately thereafter.

10 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
11 between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes
12 all previous Agreement negotiations, proposals, commitments, writings, advertisements,
13 publications, and understanding of any nature whatsoever unless expressly included in this
14 Agreement.

15 ///

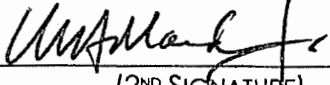
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3
4 **CONTRACTOR**

5 
6 (Authorized Signature)

7 RON WILKERSON CEO
8 Print Name & Title

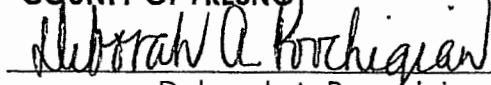
9 DATE: 12-5-2014

10 
11 (2ND SIGNATURE)

12 VAN HOLLAND, CFO
13 Print Name & Title

14 DATE: 12-8-14

5 **COUNTY OF FRESNO**

6 
7 Deborah A. Poochigian
8 Chairman, Board of Supervisors

9 DATE: 3/24/15

10 **ATTEST:**

11 BERNICE E. SEIDEL, Clerk
12 Board of Supervisors

13 By Susan Bishop
14 Deputy

15 **REVIEWED & RECOMMENDED FOR APPROVAL:**

16 
17 Margaret Mims, Sheriff

18 **APPROVED AS TO ACCOUNTING FORM:**

19 
20 Vicki Crow, Auditor-Controller/Treasurer-Tax
21 Collector

22 **APPROVED AS TO LEGAL FORM:**

23 
24 Daniel C. Cederborg, County Counsel

25 **FOR ACCOUNTING USE ONLY:**

26
27 ORG No.: 31114000
28 Account No.: 7205



Predictable is Preventable

SUMMARY OF THE UNIQUE FEATURES OF THE LEXIPOL SYSTEM

Lexipol is America's leading provider of risk management services and resources for public safety organizations, delivering its services through a unique, web-based development system with an integrated training component. Lexipol has helped public safety agencies reduce risk and stay ahead of litigation trends, while communicating clear and concise policy guidance to their employees. Additionally, Lexipol has established a unique set of risk management tools for public safety organizations by integrating agency-specific, customized policy manuals with the Daily Training Bulletin service accessed through a web browser. The comprehensive Lexipol service is not available through any other public or private resources or organizations.

The program is unique in several ways, and there is no other system that offers the following integration in one package:

1. Online (software-as-a-service) policy manual content, document management, training content and testing through web-based proprietary system tools.
2. Regular and urgent updates to content via web-based tools.
3. Daily Training Bulletins (DTBs) that are based on realistic scenarios and written by public safety personnel, including online and real-time testing modules.
4. Archiving of all versions of the agency's policy manual, as well as capturing of user electronic signatures that acknowledge policy updates and Daily Training Bulletin records and test results.
5. Linking between the Daily Training Bulletins and policy sections to which the DTB applies.
6. Robust reporting features, including exception reporting with export to MS Excel capabilities.
7. Contemporary policy content that may be modified by the agency via proprietary online tools, thus reducing policy development time significantly.

LEXIPOL LLC

6B Liberty, Suite 200 • Aliso Viejo, CA 92656
949.484.4444 • Fax: 949.484.4443

ADDITIONAL FEATURES INCLUDE:

Proprietary System and Software Tools: Over 150 core policies based on federal standards and case law, state statutes and case law, regulatory actions and law enforcement best practices. The client agency has full editing capability to customize the manual to reflect the agency's mission and philosophy.

Updates: Lexipol provides regular semi-annual electronic and interactive updates in response to legislative mandates, case law and evolution in best practices. It also provides client alerts and urgent updates in response to precedent-setting court decisions or events that call for immediate changes to policy.

Policy Training: The integrated Daily Training Bulletin component is a customized, scenario-based daily training program that links directly to the policy manual and is accessed online via a web browser. DTB records are also archived for easy retrieval.

Adaptability: Our clients range from small agencies to large agencies with more than 3,500 sworn personnel, including municipal police departments, county sheriff offices, county district attorneys, port police, probation departments, school district and university police, tribal police, fire departments and a diverse group of state regulatory agencies.

Scale: More than 1,600 public safety agencies with 100,000 officers or deputies in 16 states use the Lexipol system. Our subscriber base is one of the largest private networks of law enforcement policy collaborators in the nation.

Archiving: Each version of the agency's policy manual is archived on the Lexipol servers, which allows for easy retrieval by the agency. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

For additional information or to obtain assistance please contact Lexipol at 949.484.4444 or visit www.lexipol.com.

1
2 **EXHIBIT "B"**

3 **IMPLEMENTATION AND SUBSCRIPTION SERVICES**

4 All labor, materials, equipment, expenses, etc.,
5 to provide Law Enforcement Policy Manual.
6 Implementation Services. Not to exceed 700 hours. Hourly \$ 150
7 Development tools and first year subscription. One Time \$ 35,505
8 Subscription for second through fifth year Annual \$ 33,705
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1 EXHIBIT "C"

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

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

10 INSTRUCTIONS

11 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

12 (2) Enter the board member's company/agency name and address.

13 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a
14 minimum, include a description of the following:

15 a. The name of the agency/company with which the corporation has the transaction; and

16 b. The nature of the material financial interest in the Corporation's transaction that the board
17 member has.

18 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the
19 Corporations Code.

20 (5) Form must be signed by the board member that is involved in the self-dealing transaction described in
21 Sections (3) and (4).

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(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:	
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