

1 The SITE is closed on Sundays and on New Year's Day, Thanksgiving Day and Christmas Day.

2 C. The COUNTY reserves the sole right to assign maintenance services for landfill
3 equipment to other COUNTY vendors.

4 2. OBLIGATIONS OF THE CONTRACTOR:

5 A. The CONTRACTOR shall be responsible for performing all required maintenance
6 services and operations necessary to conduct repair work on landfill equipment.

7 B. The CONTRACTOR shall guarantee to COUNTY, that CONTRACTOR shall, in a
8 good and workmanlike manner, make and complete all necessary repairs (excluding maintenance
9 performed by COUNTY) to the landfill equipment within a mutually agreeable period by the COUNTY's
10 Director of the Department of Public Works and Planning (hereafter, "the Director"), or his/her designee.
11 All such repairs shall be performed in a manner such that the landfill equipment functions properly and
12 may be used in accordance with all manufacturer's specifications, instructions and warranty
13 requirements, as well as all applicable laws and regulations. The CONTRACTOR shall use its best
14 efforts to timely complete all repairs to the equipment within the period mutually agreed upon, and
15 understands that time is of the essence regarding such performance. All costs and expenses incurred
16 by the CONTRACTOR in connection with performing warranty repairs, including, but not limited to,
17 labor, labor overtime, parts, taxes, fees, charges and environmental fees, shall be the sole
18 responsibility of the CONTRACTOR.

19 Accordingly, the CONTRACTOR hereby agrees to pay, as liquidated damages and not as a
20 penalty, One Thousand Dollars (\$1,000.00) per day for each County work day following the mutually
21 agreed upon deadline that the CONTRACTOR fails to successfully complete a specific task
22 encompassed by its performance obligations under this Agreement. Liquidated damages arising under
23 this Agreement may only be waived upon the express written consent of the COUNTY's Board of
24 Supervisors. Notwithstanding anything else stated to the contrary in this Agreement, the COUNTY may,
25 at its sole discretion and option, deduct and set-off the amount of liquidated damages owed to the
26 COUNTY under this Agreement from any payments otherwise then due from the COUNTY to the
27 CONTRACTOR.

1 In lieu of paying liquidated damages, the CONTRACTOR shall have the option of providing to
2 the COUNTY a temporary substitute equipment, which is similar in type, size, design and functional
3 capacity to and is similarly equipped as the equipment being repaired, provided that such substitute
4 equipment is in working condition which is satisfactory to the County Director. Such substitute
5 equipment shall be provided to the COUNTY at the SITE no later than the end of the mutually agreed
6 upon deadline.

7 C. The CONTRACTOR shall provide, on a monthly basis, for each specific item of
8 Caterpillar equipment at the SITE, an equipment repair history report. The report shall include the
9 service date, equipment number, serial number, number of hours, repair description, parts and labor
10 costs, and total repair cost.

11 D. The CONTRACTOR shall provide recommendations for service as to each
12 specific item of Caterpillar equipment at the SITE.

13 E. During the term of this Agreement the CONTRACTOR shall provide, at its sole
14 expense and at no cost to the COUNTY, access to VisionLink software to monitor the health status of
15 the Caterpillar landfill equipment at the SITE.

16 F. During the term of this Agreement the CONTRACTOR shall provide, at its sole
17 expense and at no cost to the COUNTY, the Caterpillar Condition Monitoring Service Program.

18 G. The CONTRACTOR shall provide all maintenance personnel, equipment,
19 supplies necessary for the maintenance services being provided, including but not limited to diagnosing
20 and testing of equipment, as well as transporting, recycling and/or disposing of all refuse generated as
21 a result of the CONTRACTOR's performance of its maintenance and/or repair services provided
22 hereunder.

23 H. The CONTRACTOR shall provide and/or arrange management of personnel and
24 equipment, including safety equipment for the protection of maintenance personnel. The
25 CONTRACTOR shall provide all of its personnel with adequate safety training and safety equipment.

26 I. The CONTRACTOR shall ensure that its personnel adhere to all provisions of
27 this Agreement and all applicable legal requirements while screening, testing, collecting, handling,
28

1 packaging, transporting, treating, recycling and/or disposing of all waste handled during any
2 maintenance and repair services provided by CONTRACTOR hereunder.

3 J. The CONTRACTOR shall provide the COUNTY, for review and approval, a copy
4 of the rate sheet (Exhibit A) to be used to calculate charges to County.

5 K. The CONTRACTOR shall provide detailed invoices for services provided.

6 L. The CONTRACTOR shall provide a list of all personnel and subcontractors
7 assigned to provide services, indicating appropriate training and/or certification and contact information.

8 M. The CONTRACTOR shall perform all repairs in a thorough and professional
9 manner and in accordance with standard practices followed by leading companies in the industry.

10 N. The CONTRACTOR shall respond to all service requests within twenty-four (24)
11 hours to conduct initial equipment evaluation.

12 3. OBLIGATIONS OF THE COUNTY:

13 A. The COUNTY shall coordinate all maintenance service activities for the
14 CONTRACTOR.

15 B. The COUNTY shall provide a County Representative who will represent the
16 COUNTY and will cooperate with the CONTRACTOR in connection with CONTRACTOR's performance
17 of its duties and obligations under this Agreement, and who will provide such assistance as is
18 appropriate and consistent with the provisions of this Agreement. Provided, however, that such
19 cooperation between the COUNTY Representative and the CONTRACTOR shall not, in any way,
20 diminish the CONTRACTOR's obligations under this Agreement. The Director either shall serve as, or
21 designate another individual to serve as, the County Representative. The CONTRACTOR shall
22 communicate and coordinate with the County Representative, who shall have the authority to approve
23 the terms of any specific task of work being requested under this Agreement.

24 C. The COUNTY shall participate in meetings with the CONTRACTOR, as required.

25 D. The COUNTY shall review reports and invoices submitted by the CONTRACTOR
26 for completeness and accuracy.

27 E. The COUNTY and CONTRACTOR shall cooperate in developing and
28 implementing appropriate guidelines, procedures and criteria for reviewing the equipment's overall

1 quality.

2 F. The COUNTY will provide the CONTRACTOR with all preventive maintenance
3 service information performed by the COUNTY in order to effectively utilize the VisionLink software and
4 the Condition Monitoring Program furnished by the CONTRACTOR.

5 G. The COUNTY will utilize the CONTRACTOR to perform annual Technical
6 Assessments to the Caterpillar equipment.

7 4. TERM:

8 This Agreement shall become effective on the 1st day of July, 2019 and shall terminate
9 on the 30th day of June, 2022. This Agreement may be renewed for two (2) successive one-year terms,
10 upon the same terms and conditions set forth herein, provided that the COUNTY gives CONTRACTOR
11 thirty (30) days' advance written notice of renewal before the commencement of each one-year term.
12 The Director, or his or her designee, may provide such notice of renewal on behalf of COUNTY, based
13 on CONTRACTOR'S satisfactory performance.

14 5. TERMINATION:

15 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be
16 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
17 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
18 terminated, at any time by giving the CONTRACTOR thirty (30) days' advance written notice.

19 B. Breach of Contract – The COUNTY may immediately suspend or terminate this
20 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 21 1) An illegal or improper use of funds;
- 22 2) A failure to comply with any term of this Agreement;
- 23 3) A substantially incorrect or incomplete report submitted to the COUNTY;

24 and/or

- 25 4) Improperly performed service.

26 In no event shall any payment by the COUNTY constitute a waiver by the
27 COUNTY of any breach of this Agreement or any default which may then exist on the part of the
28 CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the COUNTY with

1 respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR
2 the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement,
3 which in the judgment of the COUNTY were not expended in accordance with the terms of this
4 Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

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

8 6. COMPENSATION/INVOICING:

9 A. Compensation – COUNTY agrees to pay CONTRACTOR and CONTRACTOR
10 agrees to receive compensation for professional services provided.

11 B. Fees – Notwithstanding any other provision in this Agreement, the fees for the
12 services required under Article 2 shall be computed at the cost rates shown in Exhibit A, which is
13 incorporated herein, and shall be limited to a maximum of \$1,000,000.00 annually, and those rates as
14 listed therein shall remain in effect for the entire duration of this Agreement.

15 Notwithstanding the provisions of the immediately preceding sentence of this Paragraph 6.B,
16 the hourly rates under Exhibit A may be renegotiated annually at CONTRACTOR’S request by
17 submitting the proposed changes to the COUNTY representative at least sixty (60) days prior to the
18 renewal date of this Agreement. Upon review and written approval of the COUNTY Representative, the
19 COUNTY may authorize the change in rates. However, the total amount of the Maximum Annual Basic
20 Fee may not be increased except upon formal written Amendment to this Agreement, approved by
21 COUNTY’s Board of Supervisors in accordance with Article 10 below.

22 C. Invoicing – Invoice(s) shall be submitted to the Fresno County Department of
23 Public Works and Planning, Resources Division, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721. A
24 “proper invoice” shall be an original document that is free of errors and that includes a clear reference
25 to a landfill equipment number, equipment serial number, Agreement number, or any such other
26 appropriate identifying documentation as is requested by COUNTY. Payment will be issued to the
27 CONTRACTOR within forty-five (45) calendar days of the date the Auditor-Controller/Treasurer-Tax
28 Collector receives the approved invoice(s).

1 Questions by the COUNTY, regarding clarification, discrepancies and omissions in the
2 invoice(s) submitted by CONTRACTOR, shall be made by telephone, email or fax within ten (10)
3 working days of COUNTY's receipt of a proper invoice. A new review period of ten (10) working days
4 shall begin upon receipt of the additional data and/or corrected data requested of the CONTRACTOR.
5 Any individual items or group of items appearing on a disputed invoice that do not require further
6 clarification or correction may be separately invoiced by CONTRACTOR for partial payment by
7 COUNTY. Under no circumstances shall COUNTY authorize payment for an invoice that is either
8 incorrect or disputed, until all corrections have been made and/or all disputes have been resolved to the
9 satisfaction of both parties. An unresolved dispute over a possible error or omission may cause
10 payment of CONTRACTOR fees in the disputed amount to be reasonably withheld by the COUNTY,
11 pending resolution of the issue(s).

12 In no event shall services performed under this Agreement be in excess of One Million Dollars
13 (\$1,000,000) annually during the term of this Agreement. It is understood that all expenses incidental to
14 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

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

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

26 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no
27 right to employment rights and benefits available to COUNTY employees. The CONTRACTOR shall be
28 solely liable and responsible for providing to, or on behalf of, its employees all legally-required

1 employee benefits. In addition, the CONTRACTOR shall be solely responsible and save COUNTY
2 harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance
3 with Social Security withholding and all other regulations governing such matters. It is acknowledged
4 that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated
5 to the COUNTY or to this Agreement.

6 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by
7 the written consent of all parties without, in any way, affecting the remainder.

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

10 10. AMENDMENTS: Any changes to this Agreement requested either by the COUNTY or
11 CONTRACTOR may be effected only if agreed upon in Writing by each of the parties hereto. This
12 Agreement shall not be modified or amended, nor shall any rights of a party hereto be waived, except
13 by writing.

14 11. CONTRACTOR'S LEGAL AUTHORITY: Each individual executing this Agreement on
15 behalf of CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly
16 authorized to execute and deliver this Agreement on behalf of such corporation in accordance with duly
17 adopted resolution of the corporation board of directors and in accordance with such corporation's
18 articles in incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation:
19 and (iii) that CONTRACTOR is a duly organized and legally existing corporation in good standing in the
20 State of California.

21 12. HOLD HARMLESS: The CONTRACTOR agrees to indemnify, save, hold harmless, and
22 at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs
23 and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection
24 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under
25 this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses
26 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
27 performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this
28 Agreement.

1 13. INSURANCE: Without limiting the COUNTY'S right to obtain indemnification from
2 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and
3 effect the following insurance policies throughout the term of this Agreement:

4 Commercial General Liability

5 Commercial General Liability Insurance with limits of not less than One Million Dollars
6 (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This
7 policy shall be issued on a per occurrence basis. The COUNTY may require specific coverages
8 including completed operations, products liability, contractual liability, Explosion-Collapse-Underground,
9 fire legal liability or any other liability insurance deemed necessary because of the nature of this
10 contract.

11 Automotive Liability

12 Comprehensive Automotive Liability Insurance with limits for bodily injury of not less than
13 Two Hundred Fifty Thousand Dollars (\$250,000.00) per person. Five Hundred Thousand Dollars
14 (\$500,000.00) per accident and for property damage of not less than Fifty Thousand Dollars
15 (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars
16 (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this
17 Agreement.

18 Professional Liability

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

22 Worker's Compensation

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

25 Additional Requirements Relating to Insurance

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and
28 collectively, as additional insured, but only insofar as the operations under this Agreement are

1 concerned. Such coverage for additional insured shall apply as primary insurance and any other
2 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
3 excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This
4 insurance shall not be cancelled or changed without a minimum of thirty (30) days' advance written
5 notice given to COUNTY.

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

11 Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR
12 shall provide certificates of insurance and endorsements as stated above for all of the foregoing
13 policies, as required herein, to the County of Fresno, to the attention of Landfill Operations Manager,
14 2220 Tulare Street, Sixth Floor, Fresno CA 93721, stating that such insurance coverages have been
15 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
16 responsible for any premiums on the policies; that such Commercial General Liability insurance names
17 the County of Fresno, its officers, agents and employees, individually and collectively, as additional
18 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
19 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
20 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing
21 with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled
22 or changed without a minimum of thirty (30) days' advance written notice given to COUNTY.

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

26 All policies shall be with admitted insurers licensed to do business in the State of California.
27 Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of
28 A FSC VII or better.

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

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

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

COUNTY	CONTRACTOR
Landfill Operations Manager Fresno County Department of Public Works and Planning 2220 Tulare Street, Sixth Floor Fresno, CA 93721	Devon Smith/Bill Padgett Quinn Company 10273 S. Golden State Selma, CA 93662

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

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

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

25 17. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only applicable
26 if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the
27 term of this Agreement, the CONTRACTOR changes its status to operate as a corporation. Members of
28 the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a

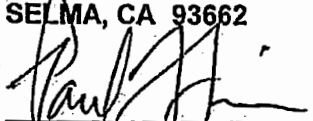
1 party to while CONTRACTOR is providing goods or performing services under this Agreement. A self-
2 dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or
3 more of its directors has a material financial interest. Members of the Board of Directors shall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

7 18. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the
8 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
9 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of
10 any nature whatsoever unless expressly included in this Agreement. In the event of any inconsistency
11 in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by
12 giving precedence in the following order of priority: (1) the text of this Agreement; and (2) Exhibit A.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth
2 above.

3
4 **CONTRACTOR**
5 **QUINN COMPANY**
6 **10273 S. GOLDEN STATE**
7 **SELMA, CA 93662**

8 
9 _____
10 (Authorized Signature)

11 PAUL LUCINI, Vice-Chairman
12 Print Name and Title

13 PO Box 226789
14 Mailing Address

15 Los Angeles, CA 90022
16 City, State, and Zip Code

17 
18 _____
19 (Authorized Signature)

20 Kris Paluzzi, Controller, Assistant Secretary
21 Print Name and Title

22 10006 Rose Hills Rd
23 Mailing Address

24 City of Industry, CA 90601
25 City, State, and Zip Code

26 FOR ACCOUNTING USE ONLY

27 ORG No.: 9026
28 Account No.: 7205
Fund No.: 0700
Subclass No.: 15000

COUNTY OF FRESNO



Nathan Magsig, 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 Rosei Cuyf
Deputy

EXHIBIT A



AMERICAN AVE TRAVEL FLAT RATE	
AS OF 7/1/2019	
Daily round trip travel time and mileage	\$402.00

Transportation charges to our facility will vary depending on the size, weight and dimensions of the machine.

Parts are sold at Caterpillar list price with the exception of the following. Filters, Ground engaging tools and undercarriage. Caterpillar and Donaldson Discount programs will be utilized. Discount percentages may vary.

AMERICAN AVE LABOR RATE AS OF 7/1/2019		
	AA FACILITY	QUINN FACILITY
HOUR (1-8hrs)	\$125.00	\$120.00
OVERTIME (AFTER 8 HRS)	\$187.50	\$180.00
DOUBLE TIME (AFTER 12 HRS)	\$250.00	\$240.00

EXHIBIT B

Self-Dealing Transaction Disclosure (Financial)

Non-corporate bidders may disregard this section.

Bidders shall complete a SELF-DEALING TRANSACTION DISCLOSURE FORM, provided herein, for each applicable corporate director of the bidding company. The signed form(s) shall be submitted as a part of the company's proposal or quotation.

Complete the form and indicate "NONE" under part 3 when your company is a corporation and no directors are involved with a Self-Dealing Transaction. The form must be signed by an individual authorized to legally bind the corporation when no directors have a Self-Dealing Transaction.

DISCLOSURE OF SELF-DEALING TRANSACTIONS: The following provision will be incorporated into ensuing agreements. It shall apply only when the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, CONTRACTOR changes its status to operate as a corporation.

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its status to operate as a corporation.

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

EXHIBIT B

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

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 which one or more of its directors has a material financial interest"

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

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

Form provided on following page.

EXHIBIT B

SELF-DEALING TRANSACTION DISCLOSURE FORM

(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: _____