

**AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, on behalf of County Service Area No. 50, Auberry ("COUNTY"), and the AUBERRY VOLUNTEER FIRE DEPARTMENT, a California non-profit corporation, whose address is P.O. Box 191, Auberry, California 93602 ("CONTRACTOR", together with COUNTY, "the Parties").

**WITNESSETH:**

WHEREAS, the COUNTY formed County Service Area No. 50 ("CSA 50") to ensure the provision of structural fire protection and first responder medical services to the Auberry community; and

WHEREAS, the operation and maintenance of those services and facilities requires personnel on an irregular or part-time basis; and

WHEREAS, it is advantageous to the COUNTY and the users of those services and facilities that the operation and maintenance of those services and facilities be performed by the CONTRACTOR at actual costs; and

WHEREAS, the CONTRACTOR has the capability to provide the required operation and maintenance of those services and facilities.

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

**1. OBLIGATIONS OF THE CONTRACTOR**

A. The CONTRACTOR shall provide the following services (individually, "Service" or collectively, "Services"):

- i. Structural and wildland fire response in and around CSA 50.
- ii. Emergency medical response and motor vehicle accident response in and around CSA 50.
- iii. Building maintenance and management.
- iv. Provision of dispatch services, personnel training, materials, equipment, day-to-day supplies, tools and vehicles in connection with the provision of structural fire protection and first responder medical services.

1 v. Bookkeeping services

2 vi. Payment of electrical power for lighting to utility purveyors.

3 B. The CONTRACTOR shall include in each written request for reimbursement  
4 copies of payment receipts for costs incurred by the CONTRACTOR for the Services. Reimbursement of  
5 costs may include the following:

6 i. Building maintenance and management.

7 ii. Dispatch services, personnel training, materials, equipment, day-to-day  
8 supplies, tools and vehicles in connection with the provision of structural fire protection and first  
9 responder medical services.

10 iii. Bookkeeping services

11 iv. Payment of electrical power for lighting to utility purveyors.

12 v. Insurance for the CONTRACTOR.

13 C. CONTRACTOR shall supervise its volunteers while they are performing Services  
14 or undertaking any actions related to this Agreement or in connection with the performance of  
15 CONTRACTOR's obligations hereunder.

16 2. OBLIGATIONS OF THE COUNTY

17 A. The COUNTY shall compensate the CONTRACTOR at cost pursuant to Section 5  
18 hereof.

19 B. The COUNTY may, at its sole discretion, increase the CONTRACTOR's  
20 maximum base cost reimbursement up to ten percent (10%) for a given fiscal year if actual costs to  
21 provide the Services exceed the annual base reimbursement amount and if the COUNTY determines,  
22 after reviewing revised revenue, expenditure, and cash balance reports, that there will be additional  
23 funds available in a fiscal year budget after paying for all COUNTY costs and maintaining adequate  
24 cash reserves.

25 i. Exhibit A to this Agreement provides a five-year projection of revenues,  
26 expenditures, and reserves for FY 2021-2022 through FY 2025-26. The COUNTY does not guarantee  
27 that the stated amounts will be available to the CONTRACTOR; the COUNTY may reduce the stated  
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1 amount in any one or more of those fiscal years, for example due to unforeseen revenue or expenditure  
2 events.

3 C. The COUNTY Director of the Department of Public Works and Planning or his or  
4 her designee is the "County Representative," and will represent the COUNTY and work with the  
5 CONTRACTOR in the administration of this Agreement.

6 3. TERM

7 The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2021  
8 through and including June 30, 2024. This Agreement may be extended for two (2) additional consecutive  
9 twelve (12) month periods upon written approval of both Parties no later than thirty (30) days prior to the  
10 first day of the next twelve (12) month extension period. The COUNTY Director of Public Works and  
11 Planning or his or her designee is authorized to execute such written approval on behalf of COUNTY based  
12 on CONTRACTOR'S satisfactory performance of its obligations hereunder.

13 4. TERMINATION

14 A. Non-Allocation of Funds - The terms of this Agreement, and the Services to be  
15 provided under it, are contingent on the approval of funds by the appropriating government agency. If  
16 sufficient funds are not allocated, the COUNTY may modify the Services provided, or terminate this  
17 Agreement, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

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

- 20 I. An illegal or improper use of funds;  
21 II. A failure to comply with any term of this Agreement;  
22 III. A substantially incorrect or incomplete report submitted to the COUNTY;  
23 IV. An improperly performed Service.

24 In no event shall any action by the COUNTY constitute a waiver by the COUNTY of any breach  
25 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall  
26 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
27 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the  
28 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of

1 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR  
2 shall promptly refund any such funds upon demand.

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

6 5. COMPENSATION

7 A. If the COUNTY, at its sole discretion, increases the CONTRACTOR's maximum base  
8 cost reimbursement for a given fiscal year pursuant to Section 2. B., the COUNTY agrees to pay  
9 CONTRACTOR and CONTRACTOR agrees to receive compensation for the Services pursuant to  
10 Section 5. C. hereof. If the COUNTY does not increase the CONTRACTOR's maximum base cost  
11 reimbursement for a given fiscal year pursuant to Section 2. B., the COUNTY agrees to pay  
12 CONTRACTOR and CONTRACTOR agrees to receive compensation for the Services pursuant to  
13 Section 5. B. hereof.

14 B. Base Amount - COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to  
15 receive as maximum annual compensation \$72,000 per year for fiscal year 21-22 through fiscal year 25-  
16 26 pursuant to Section 6 hereof.

17 C. Base Amount Plus Ten Percent (10%) - COUNTY agrees to pay CONTRACTOR and  
18 CONTRACTOR agrees to receive as maximum annual compensation \$79,200 per year for fiscal year  
19 21-22 through fiscal year 25-26 pursuant to Section 6 hereof.

20 D. Maximum Cumulative Compensation - Notwithstanding any other provision in this  
21 Agreement, the total compensation for the Services shall not exceed a maximum cumulative total of  
22 \$237,600 for the three-year term of the Agreement. If this Agreement is extended for the maximum two  
23 (2) additional one-year renewal periods as provided in Section 3 above, then the maximum cumulative  
24 amount of compensation for Services under this Agreement shall not exceed \$396,000 during the  
25 entirety of the extended five-year term of this Agreement. If this Agreement is only extended for one (1)  
26 additional renewal period, then the maximum cumulative amount of compensation for Services under  
27 this Agreement shall not exceed \$316,800 during the entirety of the extended four-year term of this  
28 Agreement.

1 It is understood that all expenses incidental to the CONTRACTOR'S performance of the Services  
2 under this Agreement shall be borne by the CONTRACTOR.

3 6. INVOICING

4 A. Payments will be made by the COUNTY upon receipt and approval of the  
5 CONTRACTOR's invoices. The CONTRACTOR shall submit to the County of Fresno Department of Public  
6 Works and Planning an invoice as outlined in Section 1.B. CONTRACTOR shall send all invoices by United  
7 States Mail to:

8 Fresno County Department of Public Works and Planning  
9 Resources Division  
10 2220 Tulare Street, Sixth Floor  
11 Fresno, CA 93721

12 B. Upon receipt of an approved invoice, in the COUNTY's sole determination, the  
13 County Department of Public Works and Planning may take a maximum of five County business days to  
14 review, approve, and submit it to the COUNTY Auditor-Controller/Treasurer-Tax Collector for payment.  
15 Unsatisfactory or inaccurate invoices will be returned to the CONTRACTOR for correction and resubmittal.  
16 Payment will be issued to CONTRACTOR within 45 calendar days of the date the Auditor-  
17 Controller/Treasurer-Tax Collector receives the approved invoice.

18 7. INDEPENDENT CONTRACTOR

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

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

Because of its status as an independent contractor, the CONTRACTOR shall have absolutely no

1 right to employment rights and benefits available to the COUNTY employees. The CONTRACTOR shall be  
2 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee  
3 benefits. In addition, the CONTRACTOR shall be solely responsible and save the COUNTY harmless from  
4 all matters relating to payment of the CONTRACTOR'S employees, including compliance with Social  
5 Security withholding and all other regulations governing such matters. It is acknowledged that during the  
6 term of this Agreement, the CONTRACTOR may be providing services to others unrelated to the COUNTY  
7 or to this Agreement.

8 8. MODIFICATION

9 Any matters of this Agreement may be modified from time to time by the written consent of all the  
10 Parties without, in any way, affecting the remainder.

11 9. NON-ASSIGNMENT

12 Neither party hereto shall assign, transfer or sub-contract this Agreement nor their rights or  
13 duties under this Agreement without the prior written consent of the other party.

14 10. HOLD HARMLESS

15 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend  
16 the COUNTY, its officers, agents, and employees from any and all costs and expenses (including  
17 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in  
18 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents,  
19 volunteers, or employees under this Agreement, and from any and all costs and expenses (including  
20 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,  
21 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of  
22 CONTRACTOR, its officers, agents, volunteers, or employees under this Agreement.

23 The provisions of this Section 10 shall survive termination of this Agreement.

24 11. INSURANCE

25 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third  
26 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
27 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
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1 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement. The Certificates  
2 of Insurance shall be provided by CONTRACTOR to the COUNTY's Risk Management Division.

3 A. Commercial General Liability

4 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
5 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
6 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
7 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
8 liability or any other liability insurance deemed necessary because of the nature of this Agreement.

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
11 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any  
12 automobile used in connection with this Agreement.

13 C. Professional Liability

14 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
15 providing the Services, Professional Liability Insurance with limits of not less than One Million Dollars  
16 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

17 D. Worker's Compensation

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

19 Additional Requirements Relating to Insurance

20 The CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
21 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as  
22 additional insured, but only insofar as the operations under this Agreement are concerned. Such  
23 coverage for additional insured shall apply as primary insurance and any other insurance, or  
24 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not  
25 contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not  
26 be cancelled or changed without a minimum of thirty (30) days advance written notice given to  
27 COUNTY.

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

6 Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
7 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
8 foregoing policies, as required herein, to the County of Fresno, (Resources Division, Special Districts  
9 Administration, 2220 Tulare Street, Sixth Floor, Fresno, CA, 93721), stating that such insurance  
10 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and  
11 employees will not be responsible for any premiums on the policies; that for such worker's  
12 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its  
13 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not  
14 invalidate the insurance policy; that such Commercial General Liability insurance names the County of  
15 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only  
16 insofar as the operations under this Agreement are concerned; that such coverage for additional insured  
17 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its  
18 officers, agents and employees, shall be excess only and not contributing with insurance provided under  
19 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a  
20 minimum of thirty (30) 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, the COUNTY may, in addition to other remedies it may have, suspend, or terminate this  
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.



1           12. AUDITS AND INSPECTIONS

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

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

10           13. NOTICES

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

13           COUNTY

14           COUNTY OF FRESNO  
15           Special Districts Administrator  
16           Department of Public Works and Planning  
17           2220 Tulare Street, 6<sup>th</sup> Floor  
18           Fresno, CA 93721  
19           (559) 600-4259  
20           (559) 600-4552 (FAX)

CONTRACTOR

Rick Schacher  
Auberry Volunteer Fire Department  
Post Office Box 191  
Auberry, CA 93602  
(559) 285-9100 (PHONE/FAX)

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

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

6 14. GOVERNING LAW

7 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,  
8 California.

9 The rights and obligations of the Parties and all interpretation and performance of this Agreement  
10 shall be governed in all respects by the laws of the State of California.

11 15. PARTIES BOUND BY AGREEMENT

12 This Agreement is binding upon the COUNTY, the CONTRACTOR, and their respective  
13 successors in interest, legal representatives, executors, administrators, and assigns with respect to all  
14 covenants as set forth in this Agreement.

15 16. COMPLIANCE WITH LAWS

16 CONTRACTOR shall comply will applicable federal, state, and local laws, ordinances,  
17 regulations, and provisions of the Fresno County Charter in effect during the term of this Agreement.

18 17. AUTHORIZED SIGNATURE

19 The CONTRACTOR represents and warrants to the COUNTY that:

20 A. The CONTRACTOR is duly authorized and empowered to sign and perform its  
21 obligations under this Agreement.

22 B. The individual signing this Agreement on behalf of the CONTRACTOR is duly authorized  
23 to do so and his or her signature on this Agreement legally binds the CONTRACTOR to the terms of this  
24 Agreement

25 18. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

1 Members of the 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 the CONTRACTOR is a party  
4 and in which one or more of its directors has a material financial interest. Members of the Board of  
5 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
6 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by  
7 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
8 immediately thereafter.

9 **19. ELECTRONIC SIGNATURE**

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

25 **20. ENTIRE AGREEMENT**

26 This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY  
27 with respect to the subject matter hereof and supersedes all previous agreement negotiations,  
28 proposals, commitments, writings, advertisements, publications, and understanding of any nature

1 whatsoever unless expressly included in this Agreement

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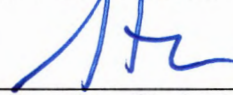
1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and  
2 year first hereinabove written.

3  
4 **AUBERRY VOLUNTEER FIRE  
DEPARTMENT**

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6 \_\_\_\_\_  
(Authorized Signature)


**COUNTY OF FRESNO**

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8 \_\_\_\_\_  
Steve Brandau, Chairman of the Board of  
Supervisors of the County of Fresno

9 Rick Schacher, President  
Auberry Volunteer Fire Department  
Post Office Box 191  
Auberry, CA 93602

10  
11 ATTEST:  
12 Bernice E. Seidel  
13 Clerk of the Board of Supervisors  
County of Fresno, State of California

14 By:  \_\_\_\_\_  
15 Deputy

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21 FOR ACCOUNTING USE ONLY:

22 Fund: 0875

23 Subclass: 16480

24 ORG: 9248

25 Account: 7220

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# EXHIBIT A

## FIVE YEAR PROJECTIONS

### County Service Area 50 Forecasted Financials at Base Reimbursement

<b>Fiscal Year</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
<b>Fire Department Base Cost Reimbursement</b>	<b>\$72,000</b>	<b>\$72,000</b>	<b>\$72,000</b>	<b>\$72,000</b>	<b>\$72,000</b>
Admin. Expenses	\$7,644	\$7,873	\$8,109	\$8,352	\$8,603
Total Expenses	\$79,644	\$79,873	\$80,109	\$80,352	\$80,603
Revenue	\$84,314	\$84,314	\$84,314	\$81,314	\$81,314
End of Year Balance	\$48,960	\$53,401	\$57,606	\$58,568	\$59,279

### County Service Area 50 Forecasted Financials at Maximum Reimbursement (Base plus 10%)

<b>Fiscal Year</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
<b>Fire Department Maximum Reimbursement</b>	<b>\$79,200</b>	<b>\$79,200</b>	<b>\$79,200</b>	<b>\$79,200</b>	<b>\$79,200</b>
Admin. Expenses	\$7,644	\$7,873	\$8,109	\$8,352	\$8,603
Total Expenses	\$86,844	\$87,073	\$87,309	\$87,552	\$87,803
Revenue	\$84,314	\$84,314	\$84,314	\$84,314	\$84,314
End of Year Balance	\$48,960	\$46,201	\$43,206	\$39,968	\$36,479

1 Exhibit B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

10 The definition above will be utilized for purposes of completing this disclosure form.  
11

12 INSTRUCTIONS

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

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

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

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

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

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

24 (5) Form must be signed by the board member that is involved in the self-dealing  
25 transaction described in 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:	5/18/2021
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