

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter LEASE) is made and entered into this 20th day of June, 2017, by and between HERITAGE CENTRE, LLC, a California Limited Liability Company, 1475 Powell Street, Suite 101, Emeryville, California 94608 (hereinafter LESSOR), and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 Pontiac Way, Clovis, CA 93612 (hereinafter LESSEE). LESSOR and LESSEE shall also be referred to herein singularly as a "Party" and collectively as "Parties."

1. LEASED PREMISES - LESSOR hereby leases to LESSEE approximately 66,921 square feet of office space, at the location commonly known as Heritage Centre (the "Centre") located at 3133 N Millbrook, Fresno, CA 93726, (the "Building"), in that portion of the Building as shown on the site plan attached as Exhibit "A", attached hereto and by this reference incorporated herein, (hereinafter "Premises") and the non-exclusive right, in common with the other tenants of the Centre, to use the Centre's parking lot which contains four (4) stalls per one-thousand (1,000) square feet of building space.

2. TERM - The initial term of this LEASE shall be for three (3) years beginning July 1, 2017 and ending June 30, 2020 (hereinafter "Initial Term"). Upon expiration of the Initial Term, this Lease shall automatically renew for one (1) additional two-year period, unless LESSEE provides written notice of non-renewal to LESSOR at least six (6) months prior to the expiration of the Primary Term. LESSEE's Director of Internal Services is hereby authorized to provide such notice of non-renewal.

3. RENT - LESSEE shall pay rent on a monthly basis for the Premises ("Base Rent") beginning July 1, 2017, as shown in the below payment schedule. Beginning July 1, 2018, the Base Rent (for the office space portion of the Premises) shall increase by \$0.02 per square foot and by an additional \$0.02 per square foot each July 1, thereafter:

Rent Period	Office Space
July 1, 2017	\$ 90,343.35
July 1, 2018	\$ 91,681.77
July 1, 2019	\$ 93,020.19
July 1, 2020	\$ 94,358.61
July 1, 2021	\$ 95,697.03

1 4. UTILITIES – LESSOR shall be responsible for all utilities necessary for
2 LESSEE'S "normal office use," excepting telephone service. For purposes of this LEASE,
3 "normal office use" shall mean use of utilities for general office purposes between the hours of
4 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. until 2:00 p.m. Saturdays,
5 excluding holidays. LESSEE shall not, without the written consent of LESSOR, use any
6 apparatus or device at the Premises, including without limitation electronic data processing
7 machines, punch card machines, or any other machines using in excess of 120 volts which
8 consume more electricity than normally furnished or supplied for the use of the Premises as
9 general office space, as determined by LESSOR.

10 5. USE – LESSEE shall use the Premises as office space for its Department of
11 Behavioral Health or for any other County of Fresno department, office, or agency. LESSEE
12 agrees to comply with all applicable laws, ordinances and regulations in connection with
13 such use.

14 LESSOR covenants that: (i) the Premises are suitable for the intended use; (ii) the
15 Premises are in compliance with all applicable laws, ordinances and regulations, including but
16 not limited to safety regulations, health and building codes; and (iii) the Premises shall remain
17 in such compliance throughout the term of this LEASE.

18 6. MAINTENANCE AND REPAIRS – LESSOR shall be responsible for all exterior
19 and interior maintenance, including repair of air conditioning, heating units, plumbing systems,
20 electrical systems, interior light fixture ballasts and lamp replacement fire sprinkler system,
21 roof, painting, flooring, landscape, quarterly parking lot sweeping, and parking and other
22 common area maintenance at the Premises, including janitorial service and supplies.
23 Janitorial service will be provided five (5) days per week and will include the services listed in
24 Exhibit "B", attached hereto and by this reference incorporated herein. LESSOR is also
25 responsible for the structural condition of the building and agrees that the building will always
26 be maintained in a condition suitable for the LESSEE'S intended use of the Premises.
27 LESSOR's maintenance responsibilities shall include exterior painting, as needed, due to
28 normal wear and tear.

1 In the event any Building systems such as air conditioning and heating units
2 malfunction, restroom fixtures are not draining properly, or water intrusion, leaks or other
3 events that immediately impact LESSEE's occupancy of the Premises occur, LESSOR shall
4 respond within twenty-four (24) hours after contact by LESSEE to initiate repairs and replace
5 equipment to restore the systems to full working order. Structural issues, including but not
6 limited to damaged doors, walls, roof, and windows shall be a priority, and shall be addressed
7 within the same day such are reported. LESSOR covenants that the Premises shall be
8 maintained in substantially the same condition as that existing at the commencement of this
9 LEASE.

10 7. LESSOR'S IMPROVEMENTS TO THE PREMISES – Upon commencement of
11 this LEASE, LESSOR shall, at its sole expense, conduct the following work at the Premises:
12 Replace carpet, where carpet currently exists, throughout the Premises. Color to be selected
13 by LESSEE from samples provided by LESSOR. LESSOR shall ensure that the normal
14 business of LESSEE or its invitees shall not be unnecessarily inconvenienced by the
15 performance of such work.

16 8. COMPLIANCE WITH ALL LAWS – As to the Premises, LESSOR
17 acknowledges public funds are used for payments made by LESSEE under this LEASE and
18 for "public works" projects. Accordingly, in connection with this LEASE (including construction
19 of the Tenant Improvements) LESSOR shall comply with, and shall ensure compliance by all
20 contractors and subcontractors with, all applicable laws and regulations, including the payment
21 of prevailing wages pursuant to Section 1770 et. seq. of the Labor Code.

22 9. BREACH OF OBLIGATION TO MAINTAIN - In the event LESSOR breaches its
23 obligation to maintain the Premises as herein provided, LESSEE shall give written notice to
24 LESSOR within fifteen (15) days of its discovery of such breach. LESSOR shall then have
25 thirty (30) days from the date of such notice to cure its breach, provided, however, that if the
26 item of maintenance requires more than (30) days to complete, then LESSOR will not be in
27 default hereunder if within such thirty (30) day period, LESSOR commences the work on such
28 maintenance and diligently and in good faith prosecutes the same to completion. Subject to

1 the foregoing, if the period for cure expires and if, in LESSEE'S sole determination, LESSOR
2 has failed to cure, then LESSEE may, at its election:

3 (A) Terminate this LEASE by providing thirty (30) days prior written notice. In such
4 case, LESSEE shall have the right to demand LESSOR refund any prepaid
5 monies. Upon receipt of such demand, LESSOR shall promptly refund all such
6 monies; or

7 (B) Cure LESSOR's breach and deduct the cost of such cure, together with
8 reasonable administrative costs, from LESSEE's future rent obligation. LESSEE'S
9 decision to cure LESSOR'S breach shall not constitute a waiver of any rights or
10 remedies that LESSEE may have arising from this LEASE or by operation of law.

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

16 (A) LESSOR'S Election to Repair: If LESSOR elects to repair the Casualty damage
17 to the Premises, then it shall within fifteen (15) days after the date of Casualty
18 provide written notice (hereinafter "Notice of Repair") to LESSEE indicating the
19 anticipated time required to repair. LESSOR shall bear the cost of all repairs to
20 the Premises, including the cost to repair any alterations or fixtures installed or
21 attached thereto by LESSEE. Such repairs shall restore the Premises to
22 substantially the same condition as that existing at the commencement of this
23 LEASE; such repairs shall also be made in compliance with all applicable state
24 and local building codes. LESSOR shall not be liable to LESSEE for
25 compensation for any loss of business, or any inconvenience or annoyance
26 arising from repair of the Premises as a result of the Casualty except for rent
27 reduction as hereinafter provided. LESSEE shall be responsible at its sole cost
28 and expense for the replacement of its personal property.

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

8 (C) Rent Reduction Due to Casualty: In the event of Casualty, LESSEE'S obligation
9 to pay rent shall be reduced beginning on the date of the Casualty. Such
10 reduction shall be proportional to the damage caused to the Premises by the
11 Casualty as reasonably determined by LESSEE. If LESSOR elects to repair the
12 Premises pursuant to the terms of this LEASE, then such rent reduction shall
13 continue until the date of substantial completion of repairs.

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

23 11. TERMINATION NOTICES – In the case of LESSEE, the County Administrative
24 Officer, Director of Internal Services/Chief Information Officer, Director of Behavioral Health
25 or a designee of one of them, shall have the power to provide termination notices as
26 described herein to terminate this LEASE.

27 12. NON FUNDING TERMINATION - This LEASE is contingent on the allocation of
28 funds by a governmental agency. Should funds not be allocated, this LEASE may be

1 terminated by the Board of Supervisors at any time by giving at least thirty (30) days prior
2 written notice to LESSOR.

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

15 14. INSURANCE - Without limiting the LESSEE's right to obtain indemnification
16 from LESSOR or any third parties, LESSOR, at its sole expense, shall maintain in full force
17 and effect, the following insurance policies or a program of self-insurance throughout the term
18 of the Agreement:

19 a. Commercial General Liability - Commercial General Liability Insurance with
20 limits of not less than One Million Dollars (\$1,000,000) per occurrence and a
21 general aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued
22 on a per occurrence basis and name LESSEE as an additional insured.

23 b. Fire Insurance and Extended Coverage. LESSOR shall add LESSEE as an
24 additional loss-payee.

25 c. Automobile Liability - Comprehensive Automobile Liability Insurance with limits
26 for bodily injury of not less than Two Hundred Fifty Thousand Dollars
27 (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per
28 accident and for property damages of not less than Fifty Thousand Dollars

(\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this LEASE.

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

Within (30) days from the date LESSOR executes this LEASE, LESSOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Attn: ISD Lease Services (L-317), 333 Pontiac Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and are in full force; that the LESSEE, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the LESSEE, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this LEASE are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to LESSEE.

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

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

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

a. Commercial General liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of not less than Two

1 Million Dollars (\$2,000,000.00). This policy shall be issued on an occurrence basis.

2 b. All-Risk property insurance.

3 15. ESTOPPEL CERTIFICATE – LESSEE shall, at any time upon not less than
4 thirty (30) days prior request by LESSOR, execute, acknowledge and deliver to LESSOR a
5 written estoppel certificate, in a form satisfactory to LESSOR, certifying that this Lease is
6 unmodified and in full force and effect (or, if there have been modifications, that the same is in
7 full force and effect as modified and stating the modifications) and, if applicable, the dates to
8 which the Rent and any other charges have been paid in advance. Any such statement
9 delivered pursuant to this Section 16 may be relied upon by third persons, including a
10 prospective purchaser or encumbrancer of the Premises.

11 LESSEE'S failure to execute and deliver an estoppel certificate within thirty (30) days
12 after LESSEE'S receipt of LESSOR'S written request therefore shall be conclusive upon
13 LESSEE that this Lease is in full force and effect, without modification except as may be
14 represented by LESSOR, that there are no uncured defaults in LESSOR'S performance, that
15 not more than one month's rental has been paid in advance, and that all other statements
16 required to be made in the estoppel certificate are conclusively made.

17 16. SUBORDINATION AND ATTORNMENT – At LESSOR'S option, this Lease
18 shall be subordinated to any mortgage or deed of trust which is now or shall hereafter be
19 placed upon the Premises, and LESSEE agrees to execute and deliver any instrument which
20 may be necessary to further effect the subordination of the Lease to any such mortgage or
21 deed of trust; provided, however, that such instrument of subordination shall provide, or the
22 mortgagee or beneficiary of such mortgage or deed of trust otherwise shall agree in writing in
23 recordable form delivered to LESSEE, that the mortgagee or beneficiary, including their
24 successors and assigns, recognize LESSEE's leasehold interest under this Lease and that so
25 long as LESSEE is not in default under this Lease, foreclosure of any such mortgage or deed
26 of trust or sale pursuant to exercise of any power of sale thereunder, or deed given in lieu
27 thereof, shall not affect this Lease but such foreclosure or sale, or deed given in lieu thereof,
28 shall be made subject to this Lease which shall continue in full force and effect, binding on

1 LESSEE, as lessee, and the transferee, as lessor. LESSEE shall attorn to the transferee as if
2 said transferee was LESSOR under this Lease.

3 17. SURRENDER OF POSSESSION - Upon the expiration or termination of this
4 LEASE, LESSEE will surrender the Premises to LESSOR in such condition as existing at the
5 commencement of this LEASE, less reasonable wear and tear, less the effects of any
6 Casualty as herein defined, and less the effects of any breach of LESSOR'S covenant to
7 maintain. LESSEE will not be responsible for any damage which LESSEE was not obligated
8 hereunder to repair.

9 18. FIXTURES - LESSOR agrees that any equipment, fixtures or apparatus
10 installed in or on the Premises by LESSEE shall continue to be the property of LESSEE and
11 may be removed by LESSEE at any time. LESSEE shall repair any damage caused by the
12 removal of fixtures. Any fixtures not removed when LESSEE surrenders possession shall
13 become the property of LESSOR.

14 19. RIGHT OF ENTRY - LESSOR, or its representative(s), upon giving 24 hours
15 written notice (other than in an emergency, when such notice shall not be required), shall have
16 the right to enter the Premises at any time during business hours, or at such other time as
17 LESSEE deems appropriate, to make any alterations, repairs or improvements to the
18 Premises. The normal business of LESSEE or its invitees shall not be unnecessarily
19 inconvenienced.

20 20. AMENDMENT - This LEASE may be amended in writing by the mutual consent
21 of the parties without in any way affecting the remainder.

22 21. ASSIGNMENT - LESSEE shall not assign, transfer or sub-let this LEASE, or its
23 rights or duties under this LEASE, without the prior written consent of LESSOR, which consent
24 shall not be unreasonably withheld or denied. LESSOR shall have the right to assign this LEASE
25 in connection with any sale of the Premises, provided that LESSOR promptly notifies LESSEE in
26 writing of any proposed or impending such sale.

27 22. GOVERNING LAW - Venue for any action arising out of or relating to this
28 LEASE shall be in Fresno County, California. This LEASE shall be governed by the laws of

the State of California.

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

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

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

The addresses and telephone numbers of the Parties for purposes of giving receiving notices under this LEASE are as follows:

LESSEE:	LESSOR:
County of Fresno (L-317)	Heritage Centre LLC
Robert W. Bash, Director of Internal	Attn: Steve Schwartz
Services/Chief Information Officer	837 Arnold Drive, Suite 8
333 Pontiac Way	Martinez, CA 94553
Clovis, CA 93612	

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

24. INDEPENDENT CONTRACTOR - In performance of the work, duties and obligations assumed by LESSOR under this LEASE, it is mutually understood and agreed that LESSOR, including any and all of the LESSOR'S officers, agents, and employees will at all times

1 be acting and performing as an independent contractor, and shall act in an independent capacity
2 and not as an officer, agent, servant, employee, joint venture, partner, or associate of the LESSEE.
3 Furthermore, LESSEE shall have no right to control or supervise or direct the manner or method
4 by which LESSOR shall perform its work and function. However, LESSEE shall retain the right to
5 administer this LEASE so as to verify that LESSOR is performing its obligations in accordance with
6 the terms and conditions thereof.

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

10 Because of its status as an independent contractor, LESSOR shall have absolutely no
11 right to employment rights and benefits available to LESSEE'S employees. LESSOR shall be
12 solely liable and responsible for providing to, or on behalf of its employees, all legally-required
13 employee benefits. In addition, LESSOR shall be solely responsible and save LESSEE
14 harmless from all matters relating to payment of LESSOR'S employees, including compliance
15 with Social Security withholding and all other regulations governing such matters. It is
16 acknowledged that during the term of this LEASE, LESSOR may be providing services to
17 others unrelated to the LESSEE or to this LEASE.

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

21 Members of LESSOR'S Board of Directors shall disclose any self-dealing transactions
22 that they are a party to while LESSOR is providing goods or performing services under this
23 LEASE. A self-dealing transaction shall mean a transaction to which the LESSOR is a party
24 and in which one or more of its directors has a material financial interest. Members of the
25 Board of Directors shall disclose any self-dealing transactions that they are a party to by
26 completing and signing a Self-Dealing Transaction Disclosure Form Exhibit "C", attached
27 hereto and by this reference incorporated herein, and submitting it to the County of Fresno
28 prior to commencing with the self-dealing transaction or immediately thereafter.

26. AUTHORITY - Each individual executing this LEASE on behalf of LESSOR represents and warrants that such individual is duly authorized to execute and deliver this LEASE on behalf of, HERITAGE CENTRE, LLC and that this LEASE is binding upon, HERITAGE CENTRE, LLC in accordance with its terms.

27. ENTIRE LEASE - This LEASE constitutes the entire LEASE between the LESSOR and LESSEE with respect to the subject matter hereof and supersedes all prior leases, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly referenced in this LEASE.

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

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1 LESSEE:
2 COUNTY OF FRESNO

3 By Brian Pacheco
4 Brian Pacheco, Chairman
5 Board of Supervisors

6 ATTEST: BERNICE E. SEIDEL, CLERK
7 BOARD OF SUPERVISORS

8 By Susan Bishop
9 Deputy

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

12 By Daniel C. Cederborg
13 Deputy

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

18 By Oscar J. Garcia

19 RECOMMENDED FOR APPROVAL:

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

23 RECOMMENDED FOR APPROVAL:

24 By Dawan Utecht
25 Dawan Utecht, Director
26 Department of Behavioral Health

27 Fund 0001
28 Subclass 10000
Org No. 5630
Acct. No. 7340

LESSOR.
HERITAGE CENTRE, LLC

By J.R. Orton III
J.R. Orton III, Managing Director

By Steve Schwartz
Steve Schwartz, Owner Representative

Exhibit "A"

East Shields Ave

North Millbrook Ave



Heritage Centre Campus

EAST MICHIGAN

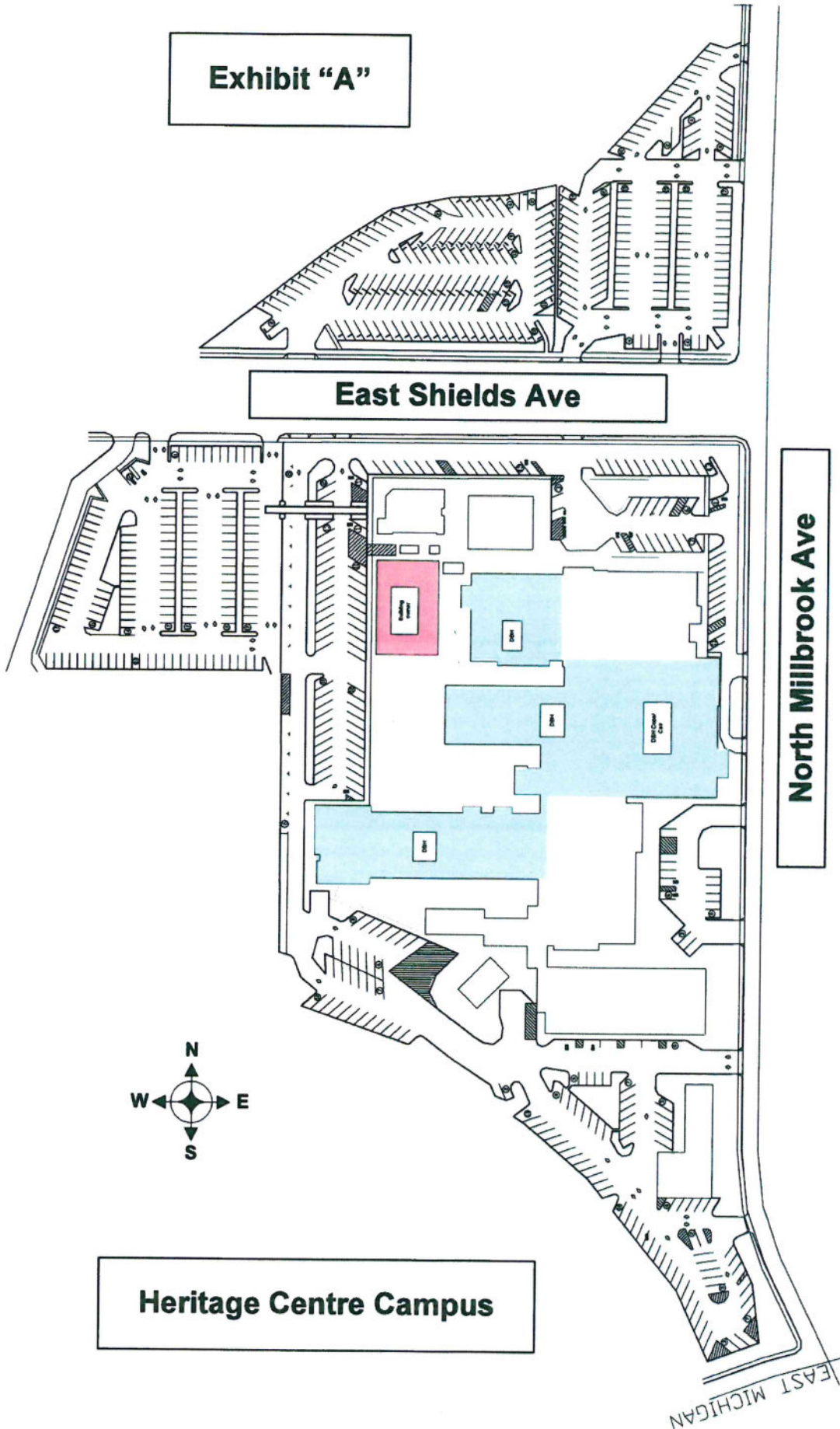


Exhibit "B"
L-318

PERFORMED DAILY:

- Vacuum all carpeted areas
- Dust mop/sweep, mop floors
- Spot clean carpets
- Dust cleared desk and table surfaces, clean counters
- Empty all waste baskets and dispose of trash in appropriate trash bins
- Remove interior cobwebs
- Clean smudges and unsightly appearances from door jambs, light switches, glass partitions, and counters
- Clean and sanitize all sinks, toilets, and urinals
- Refill paper supplies in restrooms (paper towels, toilet tissue, soap, etc.)

PERFORMED WEEKLY:

- Dust picture frames and partition tops

PERFORMED EVERY THREE MONTHS:

- Exterior windows
- Dust/clean baseboards
- Dust all mini blinds
- Wash/clean light fixtures and A/C vents

PERFORMED EVERY SIX MONTHS:

- Interior windows
- Steam clean all carpets
- Strip and wax vinyl and tile floors

PERFORMED ONCE PER YEAR

Wash/clean walls

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PERFORM AS REQUIRED

- Wet mop floors
- Dust wall picture frames and partition tops
- High dust, including walls, light fixtures, vents and ledges above normal reach door ledges
- Dust/clean baseboards

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

Mail the completed form to:

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

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