

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of June, 2020, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and Integrated Electronics, whose address is 2576 N Bundy Dr, Fresno, CA 93727 ("CONTRACTOR").

RECITALS

WHEREAS, COUNTY needs maintenance, repair, replacement and installation of Closed Circuit Television (CCTV) systems, which are used for activity monitoring, dispute mitigation, employee record-keeping, and evidence collection;

WHEREAS, COUNTY has previously contracted with CONTRACTOR for the maintenance, repair, replacement, and installation of CCTV systems, pursuant to County Agreement No. 16-556, and has unique knowledge and expertise in COUNTY CCTV service needs and existing installations;

WHEREAS, CONTRACTOR is willing and able to continue to provide CCTV services; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement so that CONTRACTOR may continue to provide CCTV maintenance, repair, and installation services to COUNTY.

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

I. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall provide all labor, materials, equipment, supplies, pay all taxes, and insurance, and possess all required licenses to perform emergency service, maintenance and corrective services for COUNTY CCTV systems and equipment as described in this Agreement and the Quotation Schedule, which is attached as Attachment A and incorporated by this reference.

1 B. CONTRACTOR shall install all material, equipment, and devices in accordance with
2 the recommendations of the manufacturer of each particular item. CONTRACTOR
3 shall submit to COUNTY justification for any deviation from the manufacturer's
4 recommendation, and receive written approval prior to completing work.
5 CONTRACTOR is responsible for any malfunction or damage to CCTV when
6 installation deviates from the manufacturer's recommendation. Manufacturer's
7 installation instructions shall be delivered to and maintained on the jobsite through
8 the duration of each job.

9 C. All materials, parts, and equipment shall be new, and per manufacturer
10 specifications unless otherwise approved in writing by the "County Coordinator," who
11 shall be designated by the COUNTY's Director of Internal Services/Chief Information
12 Officer or his designee to CONTRACTOR in writing.

13 D. In accordance with Labor Code section 1770, et seq., the Director of the Department
14 of Industrial Relations of the State of California has determined the general
15 prevailing wages rates and employer payments for health and welfare pension,
16 vacation, travel time and subsistence pay as provided for in Section 1773.1,
17 apprenticeship or other training programs authorized by Section 3093, and similar
18 purposes applicable to the work to be done.

19 Information pertaining to applicable Prevailing Wage Rates may be found on the
20 website for the State of California – Department of Industrial Relations:

21 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable
22 prevailing wage rates for apprentices may be found on the website for the State of
23 California – Department of Industrial Relations:

24 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

25 It shall be mandatory upon the CONTRACTOR herein and upon any
26 subcontractor to pay not less than the prevailing wage rates, including overtime and
27 holiday rates, to all workers, laborers, or mechanics employed on this public work
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1 project, including those workers employed as apprentices. Further, CONTRACTOR
2 and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6
3 concerning the employment of apprentices. A copy of the abovementioned prevailing
4 wage rates shall be posted by the CONTRACTOR at the job site where it will be
5 available to any interested party.

6 CONTRACTOR shall comply with Labor Code section 1775 and forfeit as a
7 penalty to COUNTY Two Hundred Dollars (\$200.00) for each calendar day or
8 portions thereof, for each worker paid less than the prevailing wage rates for the
9 work or craft in which the worker is employed for any work done under this project by
10 CONTRACTOR or by any subcontractor under CONTRACTOR in violation of Labor
11 Code section 1770, et seq. In addition to the penalty, the difference between the
12 prevailing wage rates and amount paid to each worker for each calendar day or
13 portion thereof for which each worker was paid less than the prevailing wage rate
14 shall be paid to each worker by the CONTRACTOR or subcontractor.

15 CONTRACTOR and (any) subcontractor shall keep an accurate record showing
16 the names, address, social security number, work classification, straight time and
17 overtime hours worked each day and week, and the actual per diem wages paid to
18 each journeyman, apprentice, worker, or other employee employed by him or her in
19 connection with this public work project. In accordance with Labor Code section
20 1776, each payroll record shall be certified and verified by a written declaration
21 under penalty of perjury stating that the information within the payroll record is true
22 and correct and that the CONTRACTOR or subcontractor complied with the
23 requirements of Labor Code sections 1771, 1811 and 1815 for any work performed
24 by its employees on this public work project. These records shall be open at all
25 reasonable hours to inspection by the COUNTY, its officers and agents, and to the
26 representatives of the State of California – Department of Industrial Relations,
27 including but not limited to the Division of Labor Standards Enforcement.

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II. OBLIGATIONS OF THE COUNTY

A. COUNTY shall compensate CONTRACTOR for satisfactorily performed services at the rates identified in Attachment "A".

III. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on June 19, 2020, through and including the last day of the three-year period. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. COUNTY's Director of Internal Services/Chief Information Officer or his/her designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

IV. TERMINATION

- A. Non-Allocation of Funds – The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.
- B. Breach of Contract – The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:
 - 1. An illegal or improper use of funds;
 - 2. A failure to comply with any term of this Agreement;
 - 3. A substantially incorrect or incomplete report submitted to the COUNTY; or
 - 4. Improperly performed service.

1 In no event shall any payment by the COUNTY constitute a waiver by the
2 COUNTY of any breach of this Agreement or any default which may then exist on
3 the part of the CONTRACTOR. Neither shall such payment impair or prejudice any
4 remedy available to the COUNTY with respect to the breach or default. The
5 COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
6 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement,
7 which in the judgement of the COUNTY were not expended in accordance with the
8 terms of this Agreement. The CONTRACTOR shall promptly refund any such funds
9 upon demand.

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

13
14 **V. COMPENSATION:**

15 COUNTY shall compensate CONTRACTOR for satisfactorily performed services at
16 the rates identified in Attachment "A". COUNTY shall compensate CONTRACTOR in an
17 amount equal to that offered by CONTRACTOR in its accepted written quotation for
18 each specific COUNTY job bid. Such quotations shall be subject to the terms,
19 conditions, requirements of this Agreement, even if not so stated on CONTRACTOR's
20 quotation. The terms and conditions of this Agreement shall take priority over any
21 conflicting terms and conditions stated in CONTRACTOR's quotation. Terms and
22 conditions stated on the quotation that conflict with this Agreement shall not apply even
23 if COUNTY accepts the quotation, unless the conflict is specifically identified by
24 COUNTY and accepted in writing.

25 In no event shall the compensation paid by COUNTY for services or goods provided
26 pursuant to this Agreement exceed six hundred thousand dollars (\$600,000) during the
27 Initial Term. Maximum budgetary expenditure limits will be increased by Two Hundred
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1 Thousand Dollars (\$200,000) for each of the two automatic one-year renewal periods, as
2 specified for elective years four (four-year Agreement total not to exceed amount
3 \$800,000), and five (five-year Agreement total not to exceed amount \$1,000,000).

4 In no event shall compensation paid by COUNTY for services or goods provided
5 pursuant to this Agreement exceed One Million Dollars (\$1,000,000) for the possible five-
6 year term.

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8 **VI. INVOICING:**

9 CONTRACTOR shall invoice COUNTY for each order. COUNTY shall pay
10 CONTRACTOR within 45 days of receipt of an approved invoice, pending receipt and
11 acceptance of the completed job order. CONTRACTOR shall submit invoices to
12 ISDSecurityDivisionInvoices@fresnocountyca.gov.

13
14 **VII. INDEPENDENT CONTRACTOR:**

15 In performance of the work, duties and obligations assumed by CONTRACTOR
16 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including
17 any and all of the CONTRACTOR'S officers, agents, and employees will at all times be
18 acting and performing as an independent contractor, and shall act in an independent
19 capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
20 associate of the COUNTY.

21 Furthermore, COUNTY shall have no right to control or supervise or direct the
22 manner or method by which CONTRACTOR shall perform its work and function. However,
23 COUNTY shall retain the right to administer this Agreement so as to verify that
24 CONTRACTOR is performing its obligations in accordance with the terms and conditions
25 thereof.

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

4 Because of its status as an independent contractor, CONTRACTOR shall have
5 absolutely no right to employment rights and benefits available to COUNTY employees.

6 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf
7 of, its employees all legally required employee benefits. In addition, CONTRACTOR shall
8 be solely responsible, and save COUNTY harmless from, all matters relating to payment of
9 CONTRACTOR'S employees, including compliance with Social Security withholding, and
10 all other regulations governing such matters. It is acknowledged that during the term of this
11 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY
12 or to this Agreement.

13
14 **VIII. MODIFICATION:**

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

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18 **IX. NON-ASSIGNMENT:**

19 Neither COUNTY nor CONTRACTOR shall assign, transfer, or sub-contract this
20 Agreement, nor their rights or duties under this Agreement, without the prior written consent
21 of the other party.

22
23 **X. HOLD HARMLESS:**

24 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
25 request, defend the COUNTY, its officers, agents, and employees from any and all costs
26 and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
27 occurring or resulting to COUNTY in connection with the performance, or failure to perform,
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1 by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any
2 and all costs and expenses (including attorney's fees and costs), damages, liabilities,
3 claims, and losses occurring or resulting to any person, firm, or corporation who may be
4 injured or damaged by the performance, or failure to perform, of CONTRACTOR, its
5 officers, agents, or employees under this Agreement. This section X shall survive the
6 termination of this Agreement.

7
8 **XI. INSURANCE:**

9 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
10 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and
11 effect, the following insurance policies throughout the term of the Agreement:

- 12
13 A. COMMERCIAL GENERAL LIABILITY – Commercial General Liability Insurance with
14 limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual
15 aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per
16 occurrence basis. COUNTY may require specific coverages including completed
17 operations, products liability, contractual liability, Explosion-Collapse-Underground, fire
18 legal liability or any other liability insurance deemed necessary because of the nature
19 of this contract.
- 20
21 B. AUTOMOBILE LIABILITY – Comprehensive Automobile Liability Insurance with limits
22 of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and
23 for property damages. Coverage should include any auto used in connection with this
24 Agreement.
- 25
26 C. PROFESSIONAL LIABILITY – If CONTRACTOR employs licensed professional staff,
27 (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability
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1 Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per
2 occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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4 D. WORKER'S COMPENSATION – A policy of Worker's Compensation insurance as may
5 be required by the California Labor Code.

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7 E. ADDITIONAL REQUIREMENTS RELATING TO INSURANCE – The insurance
8 policies are to contain, or be endorsed to contain, the following provisions:

9
10 CONTRACTOR shall obtain endorsements to the Commercial General Liability
11 insurance naming the County of Fresno, its officers, agents, and employees,
12 individually and collectively, as additional insured, but only insofar as the operations
13 under this Agreement are concerned. Such coverage for additional insured shall apply
14 as primary insurance and any other insurance, or self-insurance, maintained by
15 COUNTY, its officers, agents and employees shall be excess only and not contributing
16 with insurance provided under CONTRACTOR's policies herein. This insurance shall
17 not be cancelled or changed without a minimum of thirty (30) days advance written
18 notice given to COUNTY.

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

25 Within Thirty (30) days from the date CONTRACTOR signs and executes this
26 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement
27 as stated above for all of the foregoing policies, as required herein, to the County of
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1 Fresno, (Name and Address of the official who will administer this contract), stating that
2 such insurance coverage have been obtained and are in full force; that the County of
3 Fresno, its officers, agents and employees will not be responsible for any premiums on
4 the policies; that for such worker's compensation insurance the CONTRACTOR has
5 waived its right to recover from the COUNTY, its officers, agents, and employees any
6 amounts paid under the insurance policy and that waiver does not invalidate the
7 insurance policy; that such Commercial General Liability insurance names the County
8 of Fresno, its officers, agents and employees, individually and collectively, as additional
9 insured, but only insofar as the operations under this Agreement are concerned; that
10 such coverage for additional insured shall apply as primary insurance and any other
11 insurance, or self-insurance, maintained by COUNTY, its officers, agents and
12 employees, shall be excess only and not contributing with insurance provided under
13 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or
14 changed without a minimum of thirty (30) days advance, written notice given to
15 COUNTY.

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

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

22
23 **XII. AUDITS AND INSPECTIONS:**

24 CONTRACTOR shall at any time during CONTRACTOR'S normal business hours,
25 and upon prior written notice, as often as the COUNTY may deem necessary, make
26 available to the COUNTY for examination all of its records and data with respect to the
27 matters covered by this Agreement. CONTRACTOR shall, upon request by the COUNTY,
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1 permit the COUNTY to audit and inspect all of such records and data necessary to ensure
2 CONTRACTOR'S compliance with the terms of this Agreement. Any such examinations or
3 audits shall be at the COUNTY'S expense.

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

7
8 **XIII. NOTICES:**

9 A. AUTHORITY TO GIVE AND RECEIVE NOTICES

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

12	COUNTY OF FRESNO	CONTRACTOR: Integrated Electronics
13	Director of Internal Services/	Bob Michael Noble
14	Chief Information Officer	CEO/Treasurer
15	333 W Pontiac Way	2576 N Bundy Ave
16	Clovis, CA 93612	Fresno, CA 93727
17	Telephone: (559) 600-6200	Clovis, CA 93612 CA 92688
18		Telephone: (559) 458-7250
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21		

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

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13 **XIV. GOVERNING LAW:**

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

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

18
19 **XV. DISCLOSURE OF SELF-DEALING TRANSACTIONS:**

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

23 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
24 transactions that they are a party to while CONTRACTOR is providing goods or performing
25 services under this agreement. A self-dealing transaction shall mean a transaction to which
26 the CONTRACTOR is a party and in which one or more of its directors has a material
27 financial interest.

1 Members of the Board of Directors shall disclose any self-dealing transactions that
2 they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form*
3 (Attachment B) and submitting it to the COUNTY prior to commencing with the self-dealing
4 transaction or immediately thereafter.

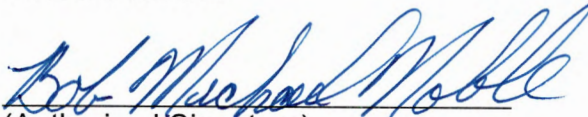
5
6 **XVI. ENTIRE AGREEMENT:**

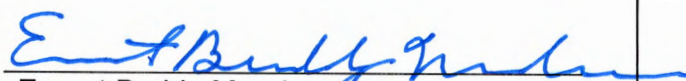
7 This Agreement constitutes the entire agreement between the CONTRACTOR and
8 COUNTY with respect to the subject matter hereof, and supersedes all previous Agreement
9 negotiations, proposals, commitments, writings, advertisements, publications, and
10 understandings of any nature whatsoever unless expressly included in this Agreement. In
11 the event of any inconsistency in interpreting the documents comprising this Agreement,
12 the inconsistency shall be resolved by giving precedence in the following order of priority:
13 (1) the text of this Agreement, and (2) The Quotation Schedule – Pricing (Attachment A).

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

3 **CONTRACTOR**

COUNTY OF FRESNO

4 
5 (Authorized Signature)


Ernest Buddy Mendes

6 Integrated Electronics

Chairman of the Board of Supervisors of
7 the County of Fresno

8 Bob Michael Noble, CEO/Treasurer

9 Print Name & Title

10 BOB MICHAEL NOBLE
11 CEO / TREASURER

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

17 By: 
18 Deputy

20 FOR ACCOUNTING USE ONLY:

21 Org. No.: 8970

22 Account No./Fund: 7205/1035/10000

Attachment A

QUOTATION SCHEDULE - PRICING

Rate – Describe how the County will be charged for billable maintenance, repair, replacement, and installation of CCTV systems and components. Attach additional documents if necessary.

	Days (ex. Mon-Fri)	Times (ex. 8am – 4pm)
Regular Time:	Monday - Friday	8:00am – 5:00pm
Overtime:	Monday - Friday	5:00pm – 11:00pm
Other: (PREMIUM)	Saturday; Sunday; Nights; Holidays*	11:00pm – 8:00am

	Year 1	Year 2	Year 3	Year 4	Year 5
Regular Time Monday thru Friday 8:00am to 5:00pm	\$110 p/h	\$110 p/h	\$110 p/h	\$110 p/h	\$110 p/h
Overtime Monday thru Friday 5:00pm to 11:00pm	\$165 p/h	\$165 p/h	\$165 p/h	\$165 p/h	\$165 p/h
Other: (PREMIUM) Saturday; Sunday; Nights 11:00pm – 8:00am; Holidays*	\$220 p/h	\$220 p/h	\$220 p/h	\$220 p/h	\$220 p/h
Total					

***Holidays:** (New Year’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and the Friday after, Christmas Day

Parts and Materials – List how the county will be charged for parts and materials. Attach additional documents if necessary. **(For example, “List -10%, List +10%, Cost +/- %)**

Discount %	Markup %
List -20%	Cost +20%

Attachment A

PRICING OPTIONS: BIDDER TO COMPLETE AS PART OF THEIR QUOTATION

Bidders may bid on a firm price option (Option One) or escalated price option (Option Two), subject to the provisions below. Bidder to indicate which price option shall apply to his/her bid (bid shall be evaluated on Option One if not indicated). The following provisions shall apply to the price options.

A. Option One - Firm Price

All prices quoted shall be firm for the initial (3) three-year contract period.

B. Option Two – Escalated Price

Prices quoted shall be firm for a minimum of one year commencing on the ensuing agreement's effective date, subject to stated conditions.

1. The contractor may request a price escalation once every twelve months commencing upon completion of the agreements first one-year period.
2. The extent of a requested price increase shall be limited to actual increases to direct costs experienced by the contractor and shall be only for the purpose of recovering such additional costs of doing business. A requested price escalation shall include third party substantiation as evidence of the contractor's increased costs (e.g. prevailing wage documentation, changes in published market indicators for the industry, cost data for materials, supplies and products necessary to the contract, etc. and any other substantiating information as requested by the County of Fresno). **A requested price escalation shall not include an additional profit margin.**
3. The maximum allowable annual price escalation shall be five percent (5%). The effective date of any requested price increase must be a minimum of twelve (12) months from the effective date of the most recent price increase.
4. The bidder may offer an escalation of less than five percent under the "BIDDER TO COMPLETE" section below. Vendor quotations selecting the Price Escalation option shall be evaluated using the maximum annual percentage increase for years two and three of the contract.
5. The notice of a proposed price escalation must be submitted to the County of Fresno Purchasing Division a minimum of sixty (60) days prior to the effective date of the requested price increase.
6. Upon receipt of price escalation notice, the County of Fresno reserves the right to either:
 - a. Accept the price escalation notice as competitive with the general market price at that time, effective upon the commencement of the next 12-month contract period; or
 - b. Cancel the agreement without prejudice.
7. A written acknowledgment of acceptance or denial will be provided in response to each price escalation request.
8. No price increase shall apply to services ordered from the contract prior to the effective date of the price increase.

The maximum annual price increase offered by the bidder is _____(%) *Percent. Bidder to state percentage as a numeric value only (i.e. one percent (1%), two percent (2%), two and one-half percent (2 ½%) etc.

Attachment A

COUNTY LOCATIONS

Common Name	Address	Cnty Fac #	Video Mgmt Sys
Fresno County Plaza	2220 Tulare St. Fresno	610	Milestone
Hall of Records	2281 Tulare St. Fresno	603	Milestone
Brix/ Mercer	1225 Fulton Ave. Fresno	611	Milestone
Weights and Measures	4535 E. Hamilton Ave Fresno	415	Milestone
County Clerk	2220 Tulare St. Fresno	610	Milestone
County Clerk Warehouse	4525 E Hamilton Ave Fresno	437	Milestone
Health and Wellness	1925 E Dakota Ave Fresno	658	Milestone
DSS Pontiac bldg 1	3500 Never Forget Ln Clovis	664	Milestone
DSS Pontiac Bldg 2	205 W Pontiac Way Clovis	650	Milestone
DSS Pontiac Bldg 3	200 W Pontiac Way Clovis	662	Milestone
DSS Pontiac Bldg 5	380 W Ashlan	NA	Milestone
Senior Resource Center	2025 E Dakota Ave Fresno	836	Bosch
Heritage Campus	3151 N. Millbrook Fresno	848	Bosch
E Street	1209 E Street	834	Bosch
Woodward Park Library	944 Perrin Ave, Fresno	802	Bosch
Central Library	2420 Mariposa St Fresno	800	Bosch
Betty Rodriguez Library	3040 N. Cedar Ave Fresno	1825	Bosch
Fowler Library	306 S. Seventh, Fowler	814	Bosch
Mendota Library	667 Quince, Mendota	824	Bosch
Tranquillity Library	25561 Williams, Tranquility	1887	Bosch
Orange Cove Library	815 Park, Orange Cove	812	Bosch
Easton (currently OOC) Library	25 E. Fantz Ave, Easton	805	Bosch
Selma Library	2200 Selma St. Selma	804	Bosch
Caruthers Library	13382 S Henderson Ave, Caruthers	899	Bosch

NOTE 1: County is currently undergoing a transition from Bosch VMS to Milestone. Not all facilities are scheduled for upgrade thus both systems will need to be maintained.

NOTE 2: Library system is replacing legacy systems. They may have a need for full new installs at the following facilities:

Clovis Library - Sunnyside Library - Fig Garden Library - Bear Mountain Library -
 Mosqueda Library - Gillis Library - Politi Library - Reedley Library - -Sanger Library

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).

Attachment B

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(1) Company Board Member Information:

	Date:	

(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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