

AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of September, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **X-ACT TECHNOLOGY SOLUTIONS, INC., a California corporation**, whose address is 2912 Dunkirk Drive, Oxnard, CA. 93035, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY is in need of Wi-Fi services for 34 Library branches located throughout Fresno County as shown in Exhibit A, attached hereto and incorporated herein by reference; and WHEREAS, CONTRACTOR has the capability to provide Wi-Fi services to all Library branch locations specified in Exhibit A.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree to the following:

1. **SERVICES**

- A. CONTRACTOR shall procure Internet service, independent of current network setup, dedicated to Wi-Fi services only, for each of the 34 Library branch locations.
- B. CONTRACTOR shall provide and install Wi-Fi equipment in each Library branch and procure software Licenses necessary to make the equipment operational.
- C. CONTRACTOR shall provide CIPA (Children's Internet Protection Act) filtering and update filtering daily with latest filtering guidelines.
- D. CONTRACTOR shall provide 24/7 monitoring and Technical support in accordance with Exhibit B, attached hereto and incorporated herein by reference.
- E. CONTRACTOR shall provide COUNTY access to usage statistics and data reports as required by the CIPA.

2. **TERM**

This Agreement shall become effective on October 1, 2016 and shall terminate on September 30, 2018.

1 3. **TERMINATION**

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

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

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

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

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

25 4. **COMPENSATION/INVOICING:**

26 For actual services provided as identified in the terms and conditions of this
27 Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
28 compensation based on actual expenditures incurred by Contractor in accordance with the budget

1 identified in Exhibit C, attached hereto and by this reference incorporated herein. In no event shall
2 services performed under this Agreement be in excess of One Hundred Eighty Thousand Seven
3 Hundred Fifty Three Dollars and Twenty Four Cents (\$180,753.24) during the term of this
4 Agreement.

5 CONTRACTOR shall submit quarterly invoices, detailing individual branch
6 services, to the County of Fresno, Library's Business Office. Payments by COUNTY shall be
7 made within forty-five (45) days after receipt, verification and approval of CONTRACTOR's
8 invoices.

9 It is understood that all expenses incidental to CONTRACTOR'S performance of services
10 under this Agreement shall be borne by CONTRACTOR.

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

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

23 Because of its status as an independent contractor, CONTRACTOR shall have
24 absolutely no right to employment rights and benefits available to COUNTY employees.
25 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
26 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
27 responsible and save COUNTY harmless from all matters relating to payment of
28 CONTRACTOR'S employees, including compliance with Social Security withholding and all other

1 regulations governing such matters. It is acknowledged that during the term of this Agreement,
2 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
3 Agreement.

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

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

9 8. **HOLD HARMLESS:** CONTRACTOR agrees to indemnify, save, hold
10 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
11 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
12 resulting to COUNTY in connection with the performance, or failure to perform, by
13 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
14 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
15 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
16 of CONTRACTOR, its officers, agents, or employees under this Agreement.

17 9. **INSURANCE:**

18 Without limiting the COUNTY's right to obtain indemnification from
19 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
20 force and effect, the following insurance policies or a program of self-insurance throughout the
21 term of the Agreement:

22 A. **Commercial General Liability**

23 Commercial General Liability Insurance with limits of not less than One
24 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
25 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
26 specific coverages including completed operations, products liability, contractual liability,
27 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
28 necessary because of the nature of this contract.

1 B. Automobile Liability

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

8 C. Professional Liability

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

13 D. Worker's Compensation

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

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

24 Within Thirty (30) days from the date CONTRACTOR signs and executes this
25 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
26 above for all of the foregoing policies, as required herein, to the County of Fresno, (Library
27 Business Manager, 2420 Mariposa Street, Fresno, CA. 93721), stating that such insurance
28 coverages have been obtained and are in full force; that the County of Fresno, its officers, agents

1 and employees will not be responsible for any premiums on the policies; that such Commercial
2 General Liability insurance names the County of Fresno, its officers, agents and employees,
3 individually and collectively, as additional insured, but only insofar as the operations under this
4 Agreement are concerned; that such coverage for additional insured shall apply as primary
5 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
6 and employees, shall be excess only and not contributing with insurance provided under
7 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
8 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

15 10. **AUDITS AND INSPECTIONS:** The CONTRACTOR shall at any time during
16 business hours, and as often as the COUNTY may deem necessary, make available to the
17 COUNTY for examination all of its records and data with respect to the matters covered by this
18 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
19 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
20 with the terms of this Agreement.

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

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

26 **COUNTY**

27 Laurel Prysiaczny, County Librarian
28 2420 Mariposa Street
Fresno, CA. 93721

CONTRACTOR

Adam Skinner, President
2912 Dunkirk Drive
Oxnard, CA. 93035

1
2 Any and all notices between the COUNTY and the CONTRACTOR provided
3 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly
4 served when personally delivered to one of the parties, or in lieu of such personal services, when
5 deposited in the United States Mail, postage prepaid, addressed to such party.

6 12. **GOVERNING LAW:** Venue for any action arising out of or related to this
7 Agreement shall only be in Fresno County, California.

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

10 13. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

14 Members of the CONTRACTOR's Board of Directors shall disclose any self-
15 dealing transactions that they are a party to while CONTRACTOR is providing goods or
16 performing services under this agreement. A self-dealing transaction shall mean a transaction
17 to which the CONTRACTOR is a party and in which one or more of its directors has a material
18 financial interest. Members of the Board of Directors shall disclose any self-dealing
19 transactions that they are a party to by completing and signing a Self-Dealing Transaction
20 Disclosure Form, attached hereto as Exhibit D and incorporated herein by reference, and
21 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
22 immediately thereafter.

23 14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement
24 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
25 supersedes all previous Agreement negotiations, proposals, commitments, writings,
26 advertisements, publications, and understandings of any nature whatsoever unless expressly
27 included in this Agreement.

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

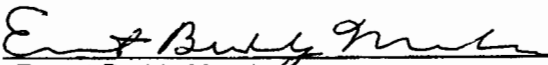
3 **X-ACT TECHNOLOGY SOLUTIONS, INC.**

4 
5 Adam Skinner
6 President, Secretary and CFO
7 2912 Dunkirk Drive
8 Oxnard, CA 93035

9 DATE:

8/30/16

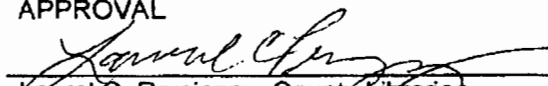
COUNTY OF FRESNO


Ernest Buddy Mendes
Chairman, Board of Supervisors

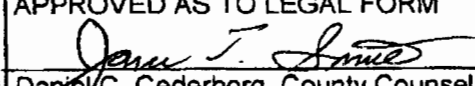
DATE:

September 27, 2016

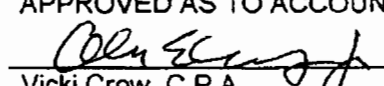
REVIEWED & RECOMMENDED FOR
APPROVAL


Laurel C. Prysiazny, County Librarian

11 APPROVED AS TO LEGAL FORM

12 
Daniel C. Cederborg, County Counsel

APPROVED AS TO ACCOUNTING FORM


Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

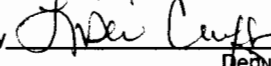
16 FOR ACCOUNTING USE ONLY:

17 Fund No.: 0107
18 Org No.: 75110200
19 Account No.: 7296
20 Subclass: 10000

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By


Deputy

Library Branch Locations for Wi-Fi Services

	BRANCH	STREET ADDRESS	CITY	STATE	ZIP
1	Auberry	33049 Auberry Road	Auberry	CA	93602
2	Bear Mountain	30733 E. Kings Canyon	Squaw Valley	CA	93675
3	Betty Rodriguez	3040 N. Cedar	Fresno	CA	93703
4	Big Creek	51190 Point Road	Big Creek	CA	93605
5	Caruthers	13382 S. Henderson	Caruthers	CA	93609
6	Central	2420 Mariposa Street	Fresno	CA	93721
7	Clovis	1155 Fifth Street	Clovis	CA	93612
8	Easton	25 E. Fantz	Fresno	CA	93706
9	Fig Garden	3071 W. Bullard	Fresno	CA	93711
10	Firebaugh	1315 "O" Street	Firebaugh	CA	93622
11	Fowler	119 "E" Merced Street	Fowler	CA	93625
12	Gillis	629 West Dakota	Fresno	CA	93705
13	Kerman	15081 Kearney Plaza	Kerman	CA	93630
14	Kingsburg	1399 Draper Street	Kingsburg	CA	93631
15	Laton	6313 DeWoody Street	Laton	CA	93242
16	Mendota	1246 Belmont Ave.	Mendota	CA	93640
17	Mosqueda	4670 E. Butler, Fresno	Fresno	CA	93702
18	Orange Cove	815 Park Blvd.	Orange Cove	CA	93646
19	Parlier	1130 East Parlier Ave.	Parlier	CA	93648
20	Piedra	25385 Trimmer Springs Rd	Sanger	CA	93649
21	Pinedale	7170 N. San Pablo	Pinedale	CA	93650
22	Politi	5771 N. First	Fresno	CA	93710
23	Reedley	1027 "E" Street	Reedley	CA	93654
24	Riverdale	20975 Malsbary	Riverdale	CA	93656
25	San Joaquin	8781 Main Street	San Joaquin	CA	93660
26	Sanger	1812 Seventh Street	Sanger	CA	93657
27	Selma	2200 Selma Ave.	Selma	CA	93662
28	Senior Resource Center	2025 E. Dakota Avenue	Fresno	CA	93726
29	Shaver Lake	41344 Tollhouse Rd.	Shaver Lake	CA	93664
30	Sunnyside	5566 E. Kings Canyon Rd.	Fresno	CA	93727
31	Talking Book Library	770 N. San Pablo Ave.	Fresno	CA	93728
32	Tranquillity	25561 Williams Street	Tranquillity	CA	93668
33	West Fresno	188 E. California	Fresno	CA	93706
34	Woodward Park	944 E. Perrin	Fresno	CA	93720

Library Wi-Fi Support

Support for each Library Location with X-act's Wi-Fi service includes:

1. 24x7 Internet monitoring. In the event that internet at one of the branches fails, a ticket will get opened for the branch with our SLA applied to it.
2. Managed Carrier Services. If an issue is discovered that requires the ISP's interaction, we will work with the ISP to resolve the issue. (This applies to accounts that we managed the ISP service on only.)
3. RF Optimization. In the event of wireless conflicts with other nearby devices, we will adjust the RF channels accordingly to allow for the best signal.
4. Managed Splash Page. Each user who logs on to the Wi-Fi will have to accept a county issued terms page before accessing the Wi-Fi.
5. Managed CIPA Filtering. In order to stay in compliance with the CIPA filtering policy, they require that we retain certain records so that if a breach is found the issue can be repaired.
6. CIPA & System Updates. We provide downtime scheduled updates for all library equipment as firmware becomes available by the manufacture and hourly CIPA database updates. We can also provide website whitelisting and explicit blocking per location, upon request.
7. Break Fix Support. If a general issue occurs causing Wi-Fi not to work on multiple devices/computers we will work to resolve any issues with the equipment, should it be deemed as the reason for the issue.
8. SSID Availability. Enforce the SSID availability according to the branch specific operating hours and/or upon request. Provide two SSIDs per branch location: one for staff and one for public.

Support for agreement customers is available 24 hours per day / 7 days per week. Support can be requested via the phone at (866)-XACT-FIX, Local 559-286-0013 or via email at support@xactts.com. Remote support will be provided at no cost on normal business days, during the hours of 9am - 6PM. During this time we provide a 2 hour response SLA for acknowledging the ticket and getting it assigned to a technical resource.

During normal business hours we will provide onsite tech services as deemed necessary by X-act. Tier 1 support will be provided by the library. This person must have the ability to follow directions related to resetting equipment. (Generally any librarian can do this as we walk you through simply un-plugging a power cord and putting it back in.)

X-act will provide emergency only support for incidents outside normal business hours. Emergency is deemed as something that is greater than a 50% outage. Issues qualified as an emergency by us will be responded to within 12 hours.

For a ticket to meet any of our SLA's it must be properly submitted. **Support can be requested via the phone at (866)-XACT-FIX, Local 559-286-0013 or via email at support@xactts.com.** If a phone call is unanswered, leaving a voicemail will open a ticket for you and start our SLA for your account.



Wi-Fi Budget Per Branch

BRANCH	INTERNET PROVIDER	Users	CIPA Filtering 2 Years	Mo. Internet Charge	Access Points Being Upgraded	Already Upgraded Access Points	Access Point & Power Adapter (\$450+tax)	Meraki Software 2-yr Licence (\$200 ea. device)	One Time Fee	
									X-Act Mo. WiFi Support	X-Act Wi-Fi Installation
1 Auberry	AT&T	10	\$ 298.50	\$ -	1	0	\$ -	\$ 200.00	\$ 75.00	\$ -
2 Bear Mountain	Unwired	5	\$ 178.50	\$ 125.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
3 Betty Rodriguez	AT&T	25	\$ 637.50	\$ 125.00	0	2	\$ -	\$ 400.00	\$ 75.00	\$ -
4 Big Creek	Ponderosa	5	\$ 178.50	\$ 125.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
5 Caruthers	AT&T	10	\$ 298.50	\$ 80.00	2	0	\$ 900.00	\$ 400.00	\$ 75.00	\$ 500.00
6 Central	AT&T	25	\$ 637.50	\$ 100.00	0	6	\$ -	\$ 1,200.00	\$ 105.00	\$ -
7 Clovis	AT&T	10	\$ 298.50	\$ -	0	3	\$ -	\$ 600.00	\$ 90.00	\$ -
8 Easton	AT&T	5	\$ 178.50	\$ 100.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
9 Fig Garden	AT&T	15	\$ 477.00	\$ 80.00	2	0	\$ 900.00	\$ 400.00	\$ 75.00	\$ 500.00
10 Firebaugh	Comcast	5	\$ 178.50	\$ 80.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
11 Fowler	Comcast	10	\$ 298.50	\$ 175.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
12 Gillis	AT&T	15	\$ 477.00	\$ 80.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
13 Kerman	Sebastian	10	\$ 298.50	\$ 100.00	3	0	\$ 1,350.00	\$ 600.00	\$ 90.00	\$ 500.00
14 Kingsburg	AT&T	5	\$ 178.50	\$ 125.00	0	2	\$ -	\$ 400.00	\$ 75.00	\$ -
15 Laton	AT&T	5	\$ 178.50	\$ 100.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
16 Mendota	AT&T	10	\$ 298.50	\$ 80.00	4	0	\$ 1,800.00	\$ 800.00	\$ 90.00	\$ 500.00
17 Mosqueda	Comcast	5	\$ 178.50	\$ 125.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
18 Orange Cove	AT&T	10	\$ 298.50	\$ 80.00	3	0	\$ 1,350.00	\$ 600.00	\$ 90.00	\$ 500.00
19 Parlier	AT&T	10	\$ 298.50	\$ 80.00	2	0	\$ 900.00	\$ 400.00	\$ 75.00	\$ 500.00
20 Piedra	Hughes Net	5	\$ 178.50	\$ 150.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
21 Pinedale	AT&T	10	\$ 298.50	\$ -	1	0	\$ 450.00	\$ 200.00	\$ 75.00	\$ 500.00
22 Politi	Comcast	15	\$ 477.00	\$ 125.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
23 Reedley	Comcast	10	\$ 298.50	\$ 125.00	0	2	\$ -	\$ 400.00	\$ 75.00	\$ -
24 Riverdale	AT&T	5	\$ 178.50	\$ 125.00	0	2	\$ -	\$ 400.00	\$ 75.00	\$ -
25 San Joaquin	Comcast	5	\$ 178.50	\$ 125.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
26 Sanger	Comcast	10	\$ 298.50	\$ 125.00	1	0	\$ 450.00	\$ 200.00	\$ 75.00	\$ 500.00
27 Selma	AT&T	10	\$ 298.50	\$ 100.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
28 Senior Resource Center	AT&T	5	\$ 178.50	\$ 125.00	1	0	\$ 450.00	\$ 200.00	\$ 75.00	\$ 500.00
29 Shaver Lake	Ponderosa	10	\$ 298.50	\$ -	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
30 Sunnyside	Comcast	15	\$ 477.00	\$ 100.00	0	3	\$ -	\$ 600.00	\$ 90.00	\$ -
31 Talking Book Library	AT&T	5	\$ 178.50	\$ 125.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
32 Tranquility	Sebastian	10	\$ 298.50	\$ 125.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
33 West Fresno	AT&T	10	\$ 298.50	\$ 100.00	0	1	\$ -	\$ 200.00	\$ 75.00	\$ -
34 Woodward Park	AT&T	25	\$ 637.50	\$ 175.00	0	2	\$ -	\$ 400.00	\$ 75.00	\$ -
Totals			\$ 10,440.00	\$ 3,385.00	20	38	\$ 8,550.00	\$ 11,600.00	\$ 2,855.00	\$ 4,500.00

SUMMARY		Wi-Fi Svc	Equipment & Installation	Total
Year 1	\$ 83,500.00	\$ 13,050.00	\$ 96,550.00	
Year 2	\$ 83,500.00	-	\$ 83,500.00	
Tax (8.225%)		703.24		703.24
Grand Total	\$ 167,000.00	\$ 13,753.24	\$ 180,753.24	

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:

Fresno County Library
Attn: Business Manager
2420 Mariposa Street
Fresno, CA 93721

(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:	