

**AGREEMENT FOR  
DATA PROCESSING PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 28th day of February, 2017, effective upon the Effective Date set forth in Section 4, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and each provider who is a signatory to this Agreement and listed in Attachment A hereto and individually and collectively hereinafter referred to as "CONTRACTORS", and any such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY.

**WITNESSETH**

WHEREAS, the COUNTY, through its Internal Services Department (ISD) may have need for certain information technologies services; and

WHEREAS, the CONTRACTORS are able to provide information technologies services needed by the COUNTY, and are willing to provide them subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

**SECTION 1. -- SERVICES**

CONTRACTORS shall provide, on an as-needed basis as determined by the COUNTY, personnel qualified as Programmers, Database Administrators, Enterprise Administrators, Systems Engineers, Network Engineers, Desktop Technicians, Applications Engineers, Radio Communications Technicians, and/or any other information technology professionals as may be directed by the COUNTY from time to time to assist in the design and implementation of technology based systems. The COUNTY reserves the right to select the best qualified contract personnel for each project from any one of the qualified CONTRACTORS. COUNTY may exercise such right or decline to do so, in its sole and exclusive discretion. The Director of Internal Services/Chief Information Officer (CIO), reserves the right at any time during the term of this Agreement to add new CONTRACTORS to those listed in Attachment A. It is understood any such additions will not affect compensation paid to the other CONTRACTORS,



1 and therefore such additions may be made by COUNTY without notice to or approval of other  
2 CONTRACTORS under this Agreement. CONTRACTORS also agree that inclusion on  
3 Attachment A does not constitute a guarantee, promise, or representation that any amount of  
4 personnel or services will be obtained by the COUNTY from a particular CONTRACTOR.

5 **SECTION 2. -- REQUESTS FOR SERVICES**

6 When services are required by the COUNTY, an "e-mail" (electronic text communication)  
7 outlining the qualifications and skills required, the date the services will be needed, and the  
8 approximate length of time the project is expected to run will be sent to all CONTRACTORS. The  
9 e-mail will request resumes of appropriate personnel be sent to the COUNTY manager in need  
10 of the services outlined. The manager will review the resumes, and then arrange through the  
11 appropriate CONTRACTORS, interviews with those candidates deemed qualified for the position  
12 in question, at no cost or expense to the COUNTY.

13 Selection will be based on the combination of hourly rate and qualifications, which, in the  
14 sole opinion of the COUNTY, offers the best value for the COUNTY. The manager will coordinate  
15 start dates through the CONTRACTOR with whom the selected candidate is employed.

16 **SECTION 3. -- PERFORMANCE STANDARDS**

17 Personnel performing services on behalf of the COUNTY are expected to do so in a  
18 professional and competent manner. COUNTY may terminate the services of any individual  
19 obtained through this Agreement at any time if, in the opinion of the COUNTY, the services  
20 delivered by that individual are unsatisfactory. The COUNTY will provide written notification of  
21 termination and the reasons for said termination to the individual and the CONTRACTOR with  
22 whom the individual is employed.

23 **SECTION 4. -- EFFECTIVE DATE; TERM OF AGREEMENT; EXTENSION(S)**

24 The term of this Agreement shall be for a term of four (4) months, commencing on March  
25 1, 2017, and ending on June 30, 2017.

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1                   4. The work is satisfactorily completed in the judgment of the COUNTY.

2                   **SECTION 8. -- INDEPENDENT CONTRACTORS**

3                   In performance of the work, duties, and obligations assumed by CONTRACTORS under  
4 this Agreement, it is mutually understood and agreed that CONTRACTORS, including any and  
5 all of CONTRACTORS' officers, agents, and employees will at all times be acting and  
6 performing as independent contractors, and shall act in a independent capacity and not as an  
7 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
8 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or  
9 method by which CONTRACTORS shall perform their work and function. However, such  
10 methods must be compatible with COUNTY'S standards and result in satisfactory and timely  
11 completion of the work assigned, and the quality and quantity of work produced must be  
12 acceptable to the COUNTY. The COUNTY shall retain the right to administer this Agreement  
13 so as to verify that CONTRACTORS are performing their obligations in accordance with the  
14 terms and conditions herein. CONTRACTORS and COUNTY shall comply with all applicable  
15 provisions of law and the rules and regulations, if any, of governmental authorities having  
16 jurisdiction over matters the subject thereof.

17                  Because of their status as independent contractors, CONTRACTORS shall have  
18 absolutely no right to employment rights and benefits available to COUNTY employees.  
19 CONTRACTORS shall be solely liable and responsible for providing to, or on behalf of, their  
20 employees all legally required employee benefits. In addition, CONTRACTORS shall be solely  
21 responsible and hold the COUNTY harmless from all matters relating to payment of  
22 CONTRACTORS' employees, including compliance with Social Security withholding, and all  
23 other regulations governing such matters. It is acknowledged that during the term of this  
24 Agreement, CONTRACTORS may be providing services to others unrelated to the COUNTY or  
25 to this Agreement.

26                   **SECTION 9. -- TERMINATION OF AGREEMENT**

27                  This Agreement may be terminated for the following reasons:

28                  ///

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

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

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

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

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

## 23 **SECTION 10. -- OWNERSHIP RIGHTS**

### 24 A. Definitions

- 25 1. For the purpose of this Agreement, COUNTY'S "Confidential Information"  
26 includes any of the following:
  - 27 (a) Any and all versions of the COUNTY'S computer software and  
28 documentation;

1 (b) Other software, firmware, documentation and information previously,  
2 now or later created, developed, produced or distributed by the COUNTY  
3 (including, without limiting the generality of the foregoing, any such software,  
4 firmware, documentation and information created, developed, produced,  
5 distributed or made known by the CONTRACTORS during the period of or  
6 arising out of CONTRACTORS' services to the COUNTY).

7 or later created, developed, produced or distributed by the COUNTY  
8 (including, without limiting the generality of the foregoing, any such software,  
9 firmware, documentation and information created, developed, produced,  
10 distributed or made known by the CONTRACTORS during the period of or  
11 arising out of CONTRACTORS' services to the COUNTY).

12 (c) The COUNTY'S business methods and practices;

13 (d) Compilations of data or information concerning the COUNTY'S methods  
14 and practices.

15 (e) Confidential, proprietary, or trade secret information submitted by the  
16 COUNTY'S suppliers, employees, consultants to or co-venturers with the  
17 COUNTY for study, evaluation or use.

18 (f) Confidential Information includes all information disclosed to  
19 CONTRACTORS and CONTRACTORS' employees which relates to the  
20 COUNTY'S past, present, and future activities, as well as activities under this  
21 Agreement.

22 2. "Inventions" means all discoveries, developments, designs, improvements,  
23 inventions, formulas, processes, techniques, computer programs, strategies,  
24 specific computer related know-how and data, whether or not patentable or  
25 registerable under patent, copyright or similar statutes, generated or conceived  
26 or reduced to practice or learning by CONTRACTORS, either alone or jointly  
27 with others, that result from tasks assigned to CONTRACTORS by the  
28 COUNTY, or result from the use of premises or property (including equipment,

1 software, firmware, supplies, facilities, or the COUNTY'S Confidential  
2 Information) owned, leased, licensed, or contracted for by the COUNTY.

3 B. Non-Disclosure. At all times during and subsequent to the term of this  
4 Agreement, the CONTRACTORS agree to keep in strictest confidence and trust the  
5 COUNTY'S Confidential Information that is disclosed to the CONTRACTORS or to which the  
6 CONTRACTORS have access. CONTRACTORS will not use or disclose such COUNTY'S  
7 Confidential Information without the written consent of the COUNTY, except as may be  
8 necessary in the ordinary course of performing the CONTRACTORS' duties for the COUNTY.  
9 However, CONTRACTORS shall not be required to treat as Confidential any of the COUNTY'S  
10 Confidential Information which:

- 11 1. Was in the CONTRACTORS' possession or was known to the  
12 CONTRACTORS prior to receipt from the COUNTY, or
- 13 2. Is or becomes public knowledge without CONTRACTORS' fault, or
- 14 3. Is or becomes lawfully available to the CONTRACTORS from a source other  
15 than the COUNTY.

16 C. Return of Information. Upon termination or expiration of this Agreement with the  
17 COUNTY, for whatever reason, CONTRACTORS will promptly surrender to the COUNTY all  
18 copies, in whatever form, of the COUNTY'S Confidential Information in the CONTRACTORS'  
19 possession, custody or control, and CONTRACTORS will not take any of the COUNTY'S  
20 Confidential Information that is embodied in a tangible medium of expression.

21 D. Assignment of Rights. CONTRACTORS hereby assign to the COUNTY any and all  
22 rights CONTRACTORS now have or may hereafter acquire in the COUNTY'S Confidential  
23 Information.

24 E. Execution of Instrument. CONTRACTORS will furnish to the COUNTY, upon its  
25 request and at its expense, all written assignments, transfers, affidavits, certifications and other  
26 documents the COUNTY may request in order to confirm the fact of the COUNTY'S ownership  
27 of any of its property. Upon request by and at the expense of the COUNTY, CONTRACTORS  
28 shall do all acts necessary to assist the COUNTY to secure patents, copyrights, trademarks,



1 trade secrets or other proprietary rights to such property. CONTRACTORS shall refrain from  
2 doing any act that violates the rights of the COUNTY in its property.

3 F. Disclosure of Inventions. During the term of this Agreement and for a period of six  
4 months thereafter, CONTRACTORS will promptly and fully disclose to the COUNTY all  
5 Inventions generated, conceived or reduced to practice or learned by CONTRACTORS, either  
6 alone or jointly with others, which in any way relates to the business or practices of the  
7 COUNTY during such period, including, without limiting the generality of the foregoing,  
8 computer hardware, software, and firmware techniques, and document coding techniques.

9 G. Assignment of Inventions. CONTRACTORS agree that their services on behalf of  
10 the COUNTY during the duration of this Agreement are works made for hire and that COUNTY  
11 shall be the sole owner of all Inventions (as defined in subsection 10.A.2. hereinabove),  
12 including all patents, copyrights, trademarks, trade secrets, and other rights and protections in  
13 connection therewith. CONTRACTORS hereby assigns to the COUNTY any and all rights  
14 CONTRACTORS now have or may hereafter acquire in such Inventions. CONTRACTORS  
15 further agree as to all such Inventions to assist the COUNTY in every proper way, at the  
16 COUNTY'S expense, to obtain and from time to time enforce patents, copyrights, trademarks,  
17 trade secrets, and their rights and protections relating to said Inventions in all Countries, and to  
18 that end CONTRACTORS will execute all documents for use in applying for and obtaining such  
19 patents, copyrights, trademarks, trade secrets and other rights and protections on and  
20 enforcing such Inventions, as the COUNTY may desire, together with any assignments thereof  
21 to the COUNTY or persons designated by the COUNTY.

22 CONTRACTORS' obligation to assist the COUNTY in obtaining and enforcing patents,  
23 copyrights, trademarks, trade secrets, and other rights and protections relating to such  
24 Inventions, in any and all countries shall continue beyond the termination or expiration of this  
25 Agreement, but the COUNTY shall compensate CONTRACTORS at a reasonable rate  
26 following such expiration or termination for the time actually spent by the CONTRACTORS at  
27 the COUNTY'S request on such assistance. In the event the COUNTY is unable, after  
28 reasonable effort to secure CONTRACTORS' signature on any document or documents

1 needed to apply for or to prosecute any patents, copyright, trademarks, trade secrets or other  
2 right or protections relating to an Invention, whether because of physical or mental incapacity or  
3 for any other reason whatsoever, CONTRACTORS hereby irrevocably designate and appoint  
4 the COUNTY and its duly authorized officers and agents as CONTRACTORS' agents coupled  
5 with interest and attorney-in-fact, to act for and in the CONTRACTORS' behalf and stead to  
6 execute and file any such application or applications and to all other lawfully permitted acts to  
7 further the prosecution and issuance of patents, copyrights, trademarks, trade secrets or similar  
8 rights or protections thereon with the same legal force and effect as if executed by  
9 CONTRACTORS.

10 H. Enforcement. CONTRACTORS agree that in the event of a breach or threatened  
11 breach of the provisions of this Section 10, the COUNTY'S remedies at law would be  
12 inadequate, and the COUNTY shall be entitled to an injunction to enforce such provisions  
13 without any bond or other security being required, but nothing herein shall be construed to  
14 preclude the COUNTY from pursuing any remedy at law or in equity for any breach or  
15 threatened breach.

16 I. Successors. The rights and obligations under this Section 10. shall survive the  
17 expiration or termination of this Agreement and shall inure to the benefits of and shall be  
18 binding upon successors and assigns of the CONTRACTORS and successors and assigns of  
19 the COUNTY.

20 J. Employee Non-Disclosure. CONTRACTORS agree that they will release  
21 confidential information only to an employee of a CONTRACTOR who has need of such  
22 confidential information, and who has signed a written Agreement substantially in the form set  
23 forth in Attachment B, attached hereto and incorporated herein by this reference, expressly  
24 binding such employee to use the confidential information only for COUNTY'S own authorized  
25 purposes and not to reproduce, release, disassemble or disclose such confidential information  
26 to any other person. The term "employee" herein does not include any consultant or any  
27 person not in a master-servant relationship with CONTRACTORS and no disclosure shall be  
28 made to a non-employee without the prior written consent of the COUNTY.

## **SECTION 11. -- DATA SECURITY**

For purposes of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the Confidential Information provided to CONTRACTORS by the COUNTY, including but not limited to the following:

### **A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices.**

CONTRACTORS may not connect to COUNTY networks via personally or CONTRACTOR-owned mobile, wireless or handheld devices, unless the following conditions are met:

1. CONTRACTOR has received authorization by COUNTY;
2. Current virus protection software is in place;
3. Mobile device has the remote wipe feature enabled; and
4. A secure connection is used.

**B. CONTRACTOR – Owned Computers.** CONTRACTORS may not bring CONTRACTOR-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer or his/her designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

**C. COUNTY-Owned Computer Equipment.** CONTRACTORS may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer or his/her designee(s).

**D. CONTRACTOR – Storage of COUNTY Data.** CONTRACTORS may not store COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device, or remote storage installation, unless encrypted.

1 E. CONTRACTOR – To Ensure Integrity and Security of Data. CONTRACTOR  
2 shall be responsible to employ strict controls to ensure the integrity and security of COUNTY's  
3 confidential information and to prevent unauthorized access, viewing, use or disclosure of data  
4 maintained in computer files, program documentation, data processing systems, data files and  
5 data processing equipment which stores or processes COUNTY data internally and externally.

6 F. Confidential Transmitted Data. Confidential Information transmitted to one party  
7 by the other by means of electronic transmissions must be encrypted according to Advanced  
8 Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase  
9 must be utilized.

10 G. CONTRACTOR Notifications of Breaches of Security. CONTRACTOR is  
11 responsible to immediately notify COUNTY of any violations, breaches or potential breaches of  
12 security related to COUNTY's Confidential Information, including but not limited to, data  
13 maintained in computer files, program documentation, data processing systems, data files and  
14 data processing equipment which stores or processes COUNTY data internally or externally.

15 H. COUNTY's Response to Breach of Security Incidents. COUNTY shall provide  
16 oversight to a CONTRACTOR'S response to all incidents arising from a possible breach of  
17 security related to COUNTY's confidential information provided to a CONTRACTOR. The  
18 CONTRACTOR will be responsible to issue any notification to affected individuals as required  
19 by law or as deemed necessary by COUNTY in its sole discretion. The CONTRACTOR will be  
20 responsible for all costs incurred as a result of providing the required notification.

## 21 **SECTION 12. -- RETURN OF CONFIDENTIAL INFORMATION**

22 CONTRACTORS and CONTRACTORS' employees will hold all such information in trust  
23 and confidence. Upon cancellation or expiration of this Agreement, CONTRACTORS and  
24 CONTRACTORS' employees will immediately return to the COUNTY all written or descriptive  
25 matter which contains any such confidential information.

## 26 **SECTION 13. -- HOLD HARMLESS AND INDEMNIFICATION**

27 CONTRACTORS agree to indemnify, save, hold harmless, and at COUNTY'S request  
28 defend the COUNTY, its officers, agents and employees, from any and all costs and expenses,



claims, suits, liabilities, losses and damages occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTORS, their officers, agents or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTORS, their officers, agents or employees under this Agreement.

#### **SECTION 14. -- INSURANCE**

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

##### **A. Commercial General Liability**

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

##### **B. Automobile Liability**

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per 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 Agreement.

##### **C. Professional Liability**

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One

1 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual  
2 aggregate.

3 D. Worker's Compensation

4 A policy of Worker's Compensation insurance as may be required by the California  
5 Labor Code. CONTRACTOR shall obtain endorsements to the Commercial General Liability  
6 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
7 collectively, as additional insured, but only insofar as the operations under this Agreement are  
8 concerned. Such coverage for additional insured shall apply as primary insurance and any  
9 other insurance, or self insurance, maintained by COUNTY, its officers, agents and employees  
10 shall be excess only and not contributing with insurance provided under CONTRACTOR'S  
11 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty  
12 (30) days advance written notice given to COUNTY.

13 Within Thirty (30) days from the date CONTRACTOR signs and executes this  
14 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated  
15 above for all of the foregoing policies, as required herein, to the County of Fresno, Robert  
16 Bash, Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA  
17 93612, stating that such insurance coverages have been obtained and are in full force; that the  
18 County of Fresno, its officers, agents and employees will not be responsible for any premiums  
19 on the policies; that such Commercial General Liability insurance names the County of Fresno,  
20 its officers, agents and employees, individually and collectively, as additional insured, but only  
21 insofar as the operations under this Agreement are concerned; that such coverage for  
22 additional insured shall apply as primary insurance and any other insurance, or self insurance,  
23 maintained by COUNTY, its officers, agents and employees, shall be excess only and not  
24 contributing with insurance provided under CONTRACTOR'S policies herein; and that this  
25 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,  
26 written notice given to COUNTY. In the event CONTRACTOR fails to keep in effect at all times  
27 insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may  
28 have, suspend or terminate this Agreement upon the occurrence of such event.

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

4 **SECTION 15. -- CIVIL RIGHTS ACT OF 1964**

5 CONTRACTORS shall comply with Title 6 of the Civil Rights Act of 1964 and that no  
6 person shall, on the grounds of race, creed, color, sex, age, or national origin be excluded from  
7 participation in, be denied the benefit of, or be otherwise subjected to discrimination under this  
8 Agreement.

9 **SECTION 16. -- TIME IS OF THE ESSENCE**

10 Time is of the essence in each and all of the provisions of this Agreement.

11 **SECTION 17. -- MODIFICATION**

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

14 **SECTION 18. -- NON ASSIGNMENT**

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

17 **SECTION 19. -- AUDITS AND INSPECTIONS**

18 CONTRACTORS shall at any time during business hours, and as often as the COUNTY  
19 may deem necessary, make available to the COUNTY for examination all of its records and  
20 data with respect to the matters covered by this Agreement. The CONTRACTORS shall, upon  
21 request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data  
22 necessary to ensure CONTRACTORS' compliance with the terms of this Agreement. If this  
23 Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTORS shall be subject to  
24 the examination and audit of the State Auditor General for a period of three (3) years after final  
25 payment under contract (Government Code Section 8546.7).

26 **SECTION 20. -- NOTICES**

27 The persons and their addresses having authority to give and receive written notices  
28 under this Agreement include the following:

**COUNTY OF FRESNO**

County of Fresno-ISD  
Robert Bash,  
Director of Internal Services/  
Chief Information Officer  
333 W. Pontiac Way, Clovis, CA 93612

**CONTRACTORS**

As indicated on  
ATTACHMENT A

Any and all notices between the COUNTY and the CONTRACTORS provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to all of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, or by electronic mail sent to CONTRACTOR at CONTRACTOR'S email address identified by the email address on Attachment A.

**SECTION 21. – DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit 1) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

**SECTION 22. -- GOVERNING LAW**

Venue for any action arising out of or relating to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

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1                                   **SECTION 23. -- ENTIRE AGREEMENT**

2           This Agreement, including all attachments and exhibits, constitutes the entire Agreement  
3 between each CONTRACTOR and COUNTY with respect to the subject matter hereof  
4 and supersedes all previous agreement negotiations, proposals, commitments, writings,  
5 advertisements, publications, and understandings of any nature whatsoever unless expressly  
6 included in this Agreement.

7           By executing a signature page, each CONTRACTOR becomes a signatory to this  
8 Agreement, and agrees that it is a party to this Agreement with the COUNTY and is bound by  
9 its terms.

10                                   **SECTION 24. – LEGAL AUTHORITY**

11           Each individual executing this Agreement on behalf of a CONTRACTOR hereby  
12 covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest  
13 and deliver this Agreement on behalf of such entity, e.g. (without limitation), corporation, limited  
14 liability company, limited partnership, partnership or sole proprietorship, in accordance with all  
15 applicable formalities and under California law; (ii) that this Agreement is binding on such entity;  
16 and (iii) that CONTRACTOR (as applicable) is a duly organized and legally existing corporation,  
17 limited liability company, limited partnership, partnership or sole proprietorship in good standing  
18 in the State of California.

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

3 CONTRACTORS

4 See attachment signature pages

COUNTY OF FRESNO



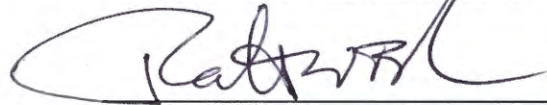
Brian Pacheco  
Chairman, Board of Supervisors

Date: 3-2-17

Bernice E. Seidel  
Clerk, Board of Supervisors

By: Susan Bishop  
DEPUTY

REVIEWED & RECOMMENDED FOR APPROVAL



Robert W. Bash, Director of Internal Services/  
Chief Information Officer

APPROVED AS TO LEGAL FORM  
Daniel C. Cederborg  
County Counsel

By: Janet J. Smith  
DEPUTY

17 FOR ACCOUNTING USE ONLY:

18 FUND: 1020/Multiple

19 SUBCLASS: 10000

20 ORG NO.: 8905/Multiple

21 ACCOUNT NO.: 7294/Multiple

APPROVED AS TO ACCOUNTING FORM  
Oscar J. Garcia, CPA  
Auditor-Controller/Treasurer-Tax Collector

By: Oscar J. Garcia

1 Agreement for Data Processing Professional Services with the County of Fresno

2 **CONTRACTOR SIGNATURE PAGE**

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4  
5 By:  \_\_\_\_\_

6 Print Name: Raja Krishnan \_\_\_\_\_

7 Title: CEO and President \_\_\_\_\_

8 Date: January 26, 2017 \_\_\_\_\_

9 =====  
10 By:  \_\_\_\_\_

11 Print Name: Vasudha Krishnan \_\_\_\_\_

12 Title: Secretary and Treasurer \_\_\_\_\_

13 Date: January 26, 2017 \_\_\_\_\_

14 =====  
15 E-Mail Address for Notices: raja@agileglobal.com

16 E-Mail Notice Contact Person's Name: Raja Krishnan

17 E-Mail Notice Contact Person's Title: CEO and President

18 =====  
19 Company Name: Agile Global Solutions, Inc

20 Mailing Address: 13405 Folsom Blvd, Suite 515

21 City, State & Zip Code: Folsom, CA 95746

22 \*  
23 State in Which the Company Originally Registered: California

24 =====  
25 Telephone Number: 916.655.7745

Fax Telephone Number: 916.848.3659

1 Agreement for Data Processing Professional Services with the County of Fresno

2 **CONTRACTOR SIGNATURE PAGE**

3 =====  
4 **AGLORO PROGRAMMING SERVICES, INC.**

5 By: 

6 Print Name: Manuel Agloro

7 Title: President

8 Date: Jan 30, 2017

9 =====  
10 By: 

11 Print Name: Monique Agloro

12 Title: Treasurer

13 Date: JANUARY 30, 2017

14 =====  
15 E-Mail Address for Notices: AGLOWPSSI@GMAIL.COM

16 E-Mail Notice Contact Person's Name: Manuel Agloro

17 E-Mail Notice Contact Person's Title: owner

18 =====  
19 Company Name: AGLORO PROGRAMMING SERVICES, INC.

20 Mailing Address: 4732 W. Tenaya Ave.

21 City, State & Zip Code: Fresno, CA 93722

22 \*

23 State in Which the Company Originally Registered: California

24 =====  
25 Telephone Number: (559) 790-8991

Fax Telephone Number: \_\_\_\_\_

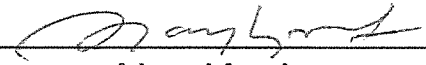


Agreement for Data Processing Professional Services with the County of Fresno

**CONTRACTOR SIGNATURE PAGE**

=====

AgreeYa Solutions

By: 

Print Name: Ajay Kaul

Title: Secretary

Date: 2/2/2017

By: 

Print Name: Sanjay Khosla

Title: Vice President

Date: 2/2/2017

=====

E-Mail Address for Notices: paula.davy@agreeya.com

E-Mail Notice Contact Person's Name: Paula Davy

E-Mail Notice Contact Person's Title: Account Manager

=====

Company Name: AgreeYa Solutions

Mailing Address: 605 Coolidge Drive

City, State & Zip Code: Folsom, CA 95630

\*

State in Which the Company Originally Registered: CA

=====

Telephone Number: 916-351-2534


Fax Telephone Number: 866-886-1555

Agreement for Data Processing Professional Services with the County of Fresno

CONTRACTOR SIGNATURE PAGE

=====

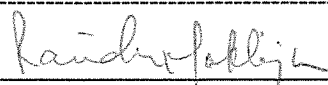
BEACON SYSTEMS, INC

By:  \_\_\_\_\_

Print Name: Vinod J Reddi

Title: COO

Date: 01-27-16

By:  \_\_\_\_\_

Print Name: Raminder Makhija

Title: Contract Administrator

Date: 01-27-16

=====

E-Mail Address for Notices: ritu@BeaconGov.com

E-Mail Notice Contact Person's Name: Raminder Makhija

E-Mail Notice Contact Person's Title: Contract Administrator

=====

Company Name: BEACON SYSTEMS, INC

Mailing Address: 3928 Coral Ridge Drive

City, State & Zip Code: Coral Springs, FL 33065

\*

State in Which the Company Originally Registered: Florida

=====

Telephone Number: 954-426-1171

Fax Telephone Number: 954-426-1181

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4 Bitwise Industries, Inc dba Shift3 Technologies

5 By:  \_\_\_\_\_

6 Print Name: Jake Soberal

7 Title: CEO

8 Date: 1/30/17

9 \_\_\_\_\_

10 By:  \_\_\_\_\_

11 Print Name: Michael Lindquist

12 Title: CFO

13 Date: 1/30/2017

14 \_\_\_\_\_

15 E-Mail Address for Notices: lbrokaw@shift3tech.com

16 E-Mail Notice Contact Person's Name: Landon Brokaw

17 E-Mail Notice Contact Person's Title: Executive Director

18 =====

19 Company Name: Bitwise Industries, Inc dba Shift3 Technologies

20 Mailing Address: 700 Van Ness Ave.

21 City, State & Zip Code: Fresno, CA 93721

22 \*

23 State in Which the Company Originally Registered: California

24 =====

25 Telephone Number: 559-560-3300

Fax Telephone Number:

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4 BPM Advisors, LLC

5 By: 

6 Print Name: Ahmad Iqbal

7 Title: President

8 Date: Jan 30th, 2017

9 =====  
10 By: 

11 Print Name: Ahmad Iqbal

12 Title: Controller

13 Date: Jan 30th, 2017

14 =====  
15 E-Mail Address for Notices: info@bpmadvisors.com

16 E-Mail Notice Contact Person's Name: aiqbal@bpmadvisors.com

17 E-Mail Notice Contact Person's Title: aiqbal@bpmadvisors.com

18 =====  
19 Company Name: BPM Advisors, LLC

20 Mailing Address: 2441 Honolulu Ave. Suite 124

21 City, State & Zip Code: Glendale, CA 91020

22 \*

23 State in Which the Company Originally Registered: CA

24 =====  
25 Telephone Number: 818-745-0963

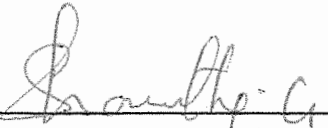
Fax Telephone Number: 818-249-1852



1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4 Celer Systems, Inc.

5 By: 

6 Print Name: Shantha Gaddam

7 Title: President

8 Date: 1/27/2017

9 =====  
10 By: 

11 Print Name: Sreerangam Gaddam

12 Title: Vice President

13 Date: 1/27/2017

14 =====  
15 E-Mail Address for Notices: rfo@celersystems.com

16 E-Mail Notice Contact Person's Name: Sree Gaddam

17 E-Mail Notice Contact Person's Title: Vice President

18 =====  
19 Company Name: Celer Systems, Inc.

20 Mailing Address: 13405 Folsom Blvd Suite 300

21 City, State & Zip Code: Folsom, CA 95630

22 \*

23 State in Which the Company Originally Registered: California

24 =====  
25 Telephone Number: 888-799-4488; 916-358-6421

Fax Telephone Number: (866) 525-5201

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

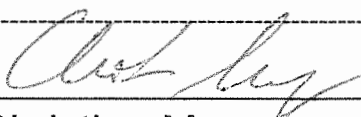
3 =====  
4 Ciber, Inc.

5 By:  \_\_\_\_\_

6 Print Name: Chris Batson \_\_\_\_\_

7 Title: SVP & General Manager \_\_\_\_\_

8 Date: February 6, 2017 \_\_\_\_\_

9 =====  
10 By:  \_\_\_\_\_

11 Print Name: Christian Mezger \_\_\_\_\_

12 Title: CFO \_\_\_\_\_

13 Date: February,6, 2017 \_\_\_\_\_

14 =====  
15 E-Mail Address for Notices: CCarr@ciber.com

16 E-Mail Notice Contact Person's Name: Carl Carr

17 E-Mail Notice Contact Person's Title: Client Partner

18 =====  
19 Company Name: Ciber, Inc.

20 Mailing Address: 6312 S Fiddlers Green Circle, Suite 600E

21 City, State & Zip Code: Greenwood Village, CO 80111

22 \*

23 State in Which the Company Originally Registered: Delaware

24 =====  
25 Telephone Number: 303-220-0100


Fax Telephone Number: 303-557-7603

Agreement for Data Processing Professional Services with the County of Fresno

**CONTRACTOR SIGNATURE PAGE**

=====

CNC Consulting, Inc.

By: 

Print Name: Andy Charlery

Title: Pres

Date: 1/30/17

By: 

Print Name: Andy Charlery

Title: Pres

Date: 1/30/17

=====

E-Mail Address for Notices: info@cncconsulting.com

E-Mail Notice Contact Person's Name: acharlery@cncconsulting.com

E-Mail Notice Contact Person's Title: Pres

=====

Company Name: CNC Consulting, Inc.

Mailing Address: 50 E Palisade Ave, Suite 422

City, State & Zip Code: Englewood, NJ 07631

\*

State in Which the Company Originally Registered: New Jersey

=====

Telephone Number: 201-541-9121

Fax Telephone Number: 201-541-9128

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4 Computer Consultants International, Inc

5 By: \_\_\_\_\_

6 Print Name: Arshia Tayyab

7 Title: President and CEO

8 Date: Feb 2, 2017

9 \_\_\_\_\_  
10 By: \_\_\_\_\_

11 Print Name: Monawwara K

12 Title: Treasurer

13 Date: Feb 2, 2017

14 =====  
15 E-Mail Address for Notices: hr@cci-worldwide.com

16 E-Mail Notice Contact Person's Name: Amanda Dinsmore

17 E-Mail Notice Contact Person's Title: Senior Operations Support

18 =====  
19 Company Name: Computer Consultants International, Inc

20 Mailing Address: 10949 W.Villa Monte Dr

21 City, State & Zip Code: Mukilteo, WA 98275

22 \*

23 State in Which the Company Originally Registered: Montana

24 =====  
25 Telephone Number: 800-493-2105

Fax Telephone Number: 800-493-2105

Agreement for Data Processing Professional Services with the County of Fresno

CONTRACTOR SIGNATURE PAGE

COOLSOFT LLC

By: \_\_\_\_\_

Print Name: Roger Natarajan

Title: Vice President - HR

Date: 01/27/2017

By: \_\_\_\_\_

Print Name: Bala Chittem

Title: Chief Operating Officer

Date: 01/27/2017

E-Mail Address for Notices: contract@coolsofttech.com

E-Mail Notice Contact Person's Name: Anand Krishnamurthy

E-Mail Notice Contact Person's Title: Chief Executive Officer

Company Name: COOLSOFT LLC

Mailing Address: 1902 Campus Place, Suite 12

City, State & Zip Code: Louisville, KY-40299

\*

State in Which the Company Originally Registered: Kentucky

Telephone Number: 502-327-9805

Fax Telephone Number: 888-528-8727

Agreement for Data Processing Professional Services with the County of Fresno

**CONTRACTOR SIGNATURE PAGE**

=====

**CSI Telecommunications, Inc.**

By: \_\_\_\_\_

Print Name: Michael S. Newman

Title: President

Date: January 26, 2017

By: \_\_\_\_\_

Print Name: Catherine F. Newman

Title: Secretary / Treasurer

Date: January 26, 2017

=====

E-Mail Address for Notices:    miken@csitele.com

E-Mail Notice Contact Person's Name:   Michael S. Newman

E-Mail Notice Contact Person's Title:    President

=====

Company Name:    CSI Telecommunications, Inc.

Mailing Address:    750 Battery Street, Suite #350

City, State & Zip Code:   San Francisco, CA 94111

\*

State in Which the Company Originally Registered:   California

=====

Telephone Number:   415-751-8845

Fax Telephone Number:   415-788-0791

Agreement for Data Processing Professional Services with the County of Fresno

**CONTRACTOR SIGNATURE PAGE**

By: S. Pa.

Print Name: RAHUL CHITKO

Title: PRESIDENT

Date: 02/06/2017

By: [Signature]

Print Name: SUBHASH PAI

Title: SECRETARY

Date: 02/06/2017

E-Mail Address for Notices: Steven.kastell@cyret.com

E-Mail Notice Contact Person's Name: STEVEN KASTELL

E-Mail Notice Contact Person's Title: DIRECTOR- SALES & MARKETING

Company Name: CYRET TECHNOLOGIES INC.

Mailing Address: 8140 ASHTON AVE., SUITE 210

City, State & Zip Code: MANASSAS, VA - 20109

\*

State in Which the Company Originally Registered: VIRGINIA (VA)

Telephone Number: 703-365-9599

Fax Telephone Number: 703-365-8930



1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

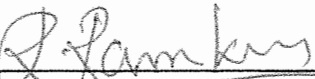
3 =====  
4 DevCare Solutions

5 By: 

6 Print Name: Janaki Thirumalaiappan

7 Title: President

8 Date: 01/26/2017

9 =====  
10 By: 

11 Print Name: Ramkumar Regupathy

12 Title: Director of Business Development

13 Date: 01/26/2017

14 =====  
15 E-Mail Address for Notices: info@devcare.com

16 E-Mail Notice Contact Person's Name: Ram Regu

17 E-Mail Notice Contact Person's Title: Director of Business Development

18 =====  
19 Company Name: DevCare Solutions

20 Mailing Address: 131 N High St, Suite 640

21 City, State & Zip Code: Columbus, OH-43215

22 \*

23 State in Which the Company Originally Registered: Ohio

24 =====  
25 Telephone Number: 614-221-2277

Fax Telephone Number: 614-867-9367

Agreement for Data Processing Professional Services with the County of Fresno

CONTRACTOR SIGNATURE PAGE

=====  
Dimension Systems, Inc.

By: Linda Paul

Print Name: Linda Paul

Title: President

Date: 2/1/2017

By: Linda Paul

Print Name: Linda Paul

Title: Treasurer

Date: 2/1/2017

=====  
E-Mail Address for Notices: ccullen@dsisys.com

E-Mail Notice Contact Person's Name: Cara Cullen

E-Mail Notice Contact Person's Title: Sales Manager

=====  
Company Name: Dimension Systems, Inc.

Mailing Address: PO Box 2357

City, State & Zip Code: Farmington Hills, MI 48333-2357

22 \*

State in Which the Company Originally Registered: Michigan

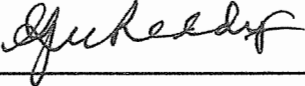
=====  
Telephone Number: 248-926-3400

Fax Telephone Number: 248-313-3030

Agreement for Data Processing Professional Services with the County of Fresno

CONTRACTOR SIGNATURE PAGE

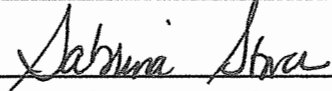
ERP Analysts, Inc.

By: 

Print Name: Srikanth Gaddam

Title: President

Date: 01/27/2017

By: 

Print Name: Sabrina Stover

Title: Chief Financial Officer

Date: 01/27/2017

E-Mail Address for Notices: csackmann@erpagroup.com

E-Mail Notice Contact Person's Name: Chris Sackman

E-Mail Notice Contact Person's Title: Director - Public Sector

Company Name: ERP Analysts, Inc.

Mailing Address: 425 Metro Place N Ste. 510

City, State & Zip Code: Dublin, OH, 43017

\*

State in Which the Company Originally Registered: Ohio

Telephone Number: (614) 718-9222

Fax Telephone Number: (888) 432 0204

Agreement for Data Processing Professional Services with the County of Fresno

**CONTRACTOR SIGNATURE PAGE**

=====

Experis US, Inc.

By:  \_\_\_\_\_

Print Name: Jason Dunham

Title: Senior Regional Vice President

Date: 1/31/2017

By:  \_\_\_\_\_

Print Name: Linda Grandlund

Title: Managing Director

Date: 1/31/2017

=====

E-Mail Address for Notices: linda.grandlund@experis.com / jason.dunham@experis.com

E-Mail Notice Contact Person's Name: Linda Grandlund / Jason Dunham

E-Mail Notice Contact Person's Title: Managing Director / Senior Vice President

=====

Company Name: Experis US, Inc.

Mailing Address: 3101 Zinfandel Drive, Suite 240

City, State & Zip Code: Rancho Cordova, CA 95670

\*

State in Which the Company Originally Registered: Milwaukee, WI

=====

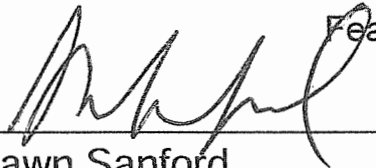
Telephone Number: Jason: (949) 862-6113 / Linda: (916) 638-6267

Fax Telephone Number: (916) 563-8026

Agreement for Data Processing Professional Services with the County of Fresno

CONTRACTOR SIGNATURE PAGE

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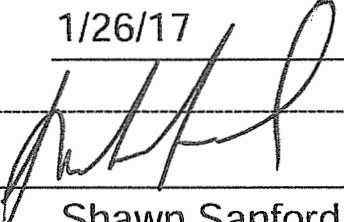
By:  Feastech

Print Name: Shawn Sanford

Title: Principal

Date: 1/26/17

=====

By: 

Print Name: Shawn Sanford

Title: Principal

Date: 1/26/17

=====

E-Mail Address for Notices: shawn@feastech.net

E-Mail Notice Contact Person's Name: Shawn Sanford

E-Mail Notice Contact Person's Title:

=====

Company Name: Feastech

Mailing Address: 6400 66th Ave, 17

City, State & Zip Code: Sacramento, CA 95823

\*

State in Which the Company Originally Registered: Sole Proprietor

=====

Telephone Number: 916-395-6690

Fax Telephone Number: 916-395-6690

Agreement for Data Processing Professional Services with the County of Fresno


**CONTRACTOR SIGNATURE PAGE**

By: 

Print Name: Mark A. Willis

Title: CEO

Date: January 27, 2017

By: 

Print Name: Mark A. Willis

Title: CEO

Date: January 27, 2017

E-Mail Address for Notices: vberry@genuent.net

E-Mail Notice Contact Person's Name: Valerie Berry

E-Mail Notice Contact Person's Title: Senior Business Development Manager

Company Name: Genuent USA, LLC

Mailing Address: 1400 Post Oak Blvd, Suite 200

City, State & Zip Code: Houston, TX 77056

\*

State in Which the Company Originally Registered: New Hampshire

Telephone Number: 916.772.8158

Fax Telephone Number: 916.772.3737

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

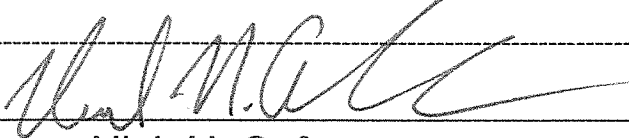
3 =====  
4 Global Service Resources, Inc dba ComputerWorks Technologies

5 By:  \_\_\_\_\_

6 Print Name: Nick N. Sefayan

7 Title: Director

8 Date: 01/26/2017

9 -----  
10 By:  \_\_\_\_\_

11 Print Name: Nick N. Sefayan

12 Title: Vice President

13 Date: 01/26/2017

14 =====  
15 E-Mail Address for Notices: nick.sefayan@globalserviceresources.com

16 E-Mail Notice Contact Person's Name: Nick N. Sefayan

17 E-Mail Notice Contact Person's Title: Director

18 =====  
19 Company Name: Global Service Resources, Inc dba ComputerWorks

20 Mailing Address: PO Box 4057

21 City, State & Zip Code: Burbank, CA 91503

22 \*

23 State in Which the Company Originally Registered: California

24 =====  
25 Telephone Number: 800-679-7658 ext. 104

Fax Telephone Number: 866-369-6005



1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4 InMotion Software LLC.

5 By: 

6 Print Name:

John W. Howard

7 Title:

Managing Partner, CEO

8 Date:

1/27/2017

9 =====  
10 By: 

11 Print Name:

John W. Howard

12 Title:

Managing Partner, CFO

13 Date:

1/27/2017

14 =====  
15 E-Mail Address for Notices: marketing@inmotionsoftware.com

16 E-Mail Notice Contact Person's Name: Paul Rabago

17 E-Mail Notice Contact Person's Title: Director Goverment Contracts

18 =====  
19 Company Name: InMotion Software LLC.

20 Mailing Address: 11001 Lakeline Blvd. Suite 300

21 City, State & Zip Code: Austi, Texas 78717

22 \*

23 State in Which the Company Originally Registered: Texas

24 =====  
25 Telephonic Number: 737-203-9597

Fax Telephone Number:

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

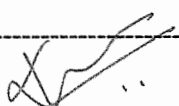
3 =====  
4 JNJ SOLUTIONS INC

5 By: 

6 Print Name: VIJAYAKUMAR KARAYI

7 Title: PRESIDENT

8 Date: 1/30/2017

9 =====  
10 By: 

11 Print Name: VIJAYAKUMAR KARAYI

12 Title: SECRETARY

13 Date: 1/30/2017

14 =====  
15 E-Mail Address for Notices: EFAXNO@YAHOO.COM

16 E-Mail Notice Contact Person's Name: VIJAYAKUMAR KARAYI

17 E-Mail Notice Contact Person's Title: PRESIDENT

18 =====  
19 Company Name: JNJ SOLUTIONS INC

20 Mailing Address: 2377 GOLDMEADOW WAY,SUITE 100

21 City, State & Zip Code: GOLDRIVER,CA 95670

22 \*

23 State in Which the Company Originally Registered: CALIFORNIA

24 =====  
25 Telephone Number: 916-858-1390

Fax Telephone Number: 505-212-5488

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4  
5 By: 

6 Print Name: Christopher Baggott

7 Title: CEO

8 Date: 1/30/17

9 -----  
10 By: 

11 Print Name: Lora Baggott

12 Title: CEO - VP

13 Date: 1/30/17

14 =====  
15 E-Mail Address for Notices: CBaggott@medlinksinc.com

16 E-Mail Notice Contact Person's Name: Christopher Baggott

17 E-Mail Notice Contact Person's Title: CEO

18 -----  
19 Company Name: MEDLINKS Staffing, LLC

20 Mailing Address: 4851 Lone Tree Way Suite A2

21 City, State & Zip Code: Antioch, CA 94531

22 \*

23 State in Which the Company Originally Registered: California

24 =====  
25 Telephone Number: (925) 516-7190

Fax Telephone Number: (925) 956-5197

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4 MIC-SOFTWARE, LLC

5 By:  \_\_\_\_\_

6 Print Name: Michael Ajanaku

7 Title: CEO

8 Date: JANUARY 31, 2017

9 \_\_\_\_\_  
10 By:  \_\_\_\_\_

11 Print Name: Michael Ajanaku

12 Title: Secretary

13 Date: JANUARY 31, 2017

14 =====  
15 E-Mail Address for Notices: info@mic-software.net

16 E-Mail Notice Contact Person's Name: Michael Ajanaku

17 E-Mail Notice Contact Person's Title: CEO

18 =====  
19 Company Name: MIC-SOFTWARE, LLC

20 Mailing Address: 1109 Megan Ave.

21 City, State & Zip Code: Clovis, CA 93611

22 \*

23 State in Which the Company Originally Registered: California

24 =====  
25 Telephone Number: (559) 824-7994

Fax Telephone Number:

Agreement for Data Processing Professional Services with the County of Fresno

CONTRACTOR SIGNATURE PAGE

Niteosoft Inc DBA Compworldwide

By: 

Print Name: Shanker Babu

Title: President

Date: 1/25/2016

By: 

Print Name: Shanker Babu

Title: Chief Financial officer

Date: 1/25/2016

E-Mail Address for Notices: shanker@compworldwide.com

E-Mail Notice Contact Person's Name: Shanker Babu

E-Mail Notice Contact Person's Title: President

Company Name: Niteosoft Inc DBA Compworldwide

Mailing Address: 666 Plainsboro Road, St 1236

City, State & Zip Code: Plainsboro, NJ -08536

\*

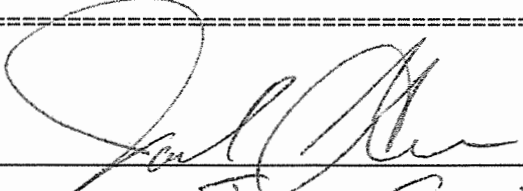
State in Which the Company Originally Registered: New Jersey

Telephone Number: 609-297-0517

Fax Telephone Number: 732-909-2441

Agreement for Data Processing Professional Services with the County of Fresno

CONTRACTOR SIGNATURE PAGE

By: 

Print Name: JOEL GREIN

Title: SR. VICE PRESIDENT

Date: 1/27/17

By: 

Print Name: Kerry M. Jansen

Title: Director of Treasurer

Date: 1/27/2017

E-Mail Address for Notices: kdeisher@nwnit.com

E-Mail Notice Contact Person's Name: KEVIN DEISHER

E-Mail Notice Contact Person's Title: SENIOR ACCOUNT EXECUTIVE

Company Name: NWN CORPORATION

Mailing Address: 6920 N ROWELL AVE

City, State & Zip Code: FRESNO, CA 93710

\*

State in Which the Company Originally Registered: MASSACHUSETTS

Telephone Number: 559-355-4045

Fax Telephone Number: 916-596-4800

Agreement for Data Processing Professional Services with the County of Fresno

**CONTRACTOR SIGNATURE PAGE**

=====

Optima Global Solutions Inc

By: 

Print Name: Mahesh Yadav

Title: President & CEO

Date: 1/26/17

By: 

Print Name: Mahesh Yadav

Title: Secretary

Date: 1/26/17

=====

E-Mail Address for Notices: mahesh@optimags.com

E-Mail Notice Contact Person's Name: Mahesh Yadav

E-Mail Notice Contact Person's Title: President & CEO

=====

Company Name: Optima Global Solutions Inc

Mailing Address: 3131 Princeton Pike, Bldg.3, Suite 207

City, State & Zip Code: Lawrenceville, NJ 08648

\*

State in Which the Company Originally Registered: New Jersey

=====

Telephone Number: 609 586 8811

Fax Telephone Number: 609 935 0529

1 Agreement for Data Processing Professional Services with the County of Fresno

2 **CONTRACTOR SIGNATURE PAGE**

3 =====  
4 Optimize IT Solutions, Inc.

5 By: Alamdar Khan

6 Print Name: Alamdar Khan

7 Title: President

8 Date: 1/31/17

9 =====  
10 By: Alamdar Khan

11 Print Name: Alamdar Khan

12 Title: Treasurer

13 Date: 1/31/17

14 =====  
15 E-Mail Address for Notices: optimizeitsolutions@gmail.com

16 E-Mail Notice Contact Person's Name: Alamdar Khan

17 E-Mail Notice Contact Person's Title: President

18 =====  
19 Company Name: Optimize IT Solutions, Inc.

20 Mailing Address: 1055 Whiteash Ave.

21 City, State & Zip Code: Clovis, CA 93619

22 \*

23 State in Which the Company Originally Registered: California

24 =====  
25 Telephone Number: (559) 314-0099

Fax Telephone Number:



Agreement for Data Processing Professional Services with the County of Fresno

**CONTRACTOR SIGNATURE PAGE**

By: Jack Samarjian

Print Name: Jack Samarjian

Title: President

Date: 1/30/2017

By: Diran Samarjian

Print Name: Diran Samarjian

Title: CEO

Date: 1/30/2017

E-Mail Address for Notices: js@quoolllc.com

E-Mail Notice Contact Person's Name: Jack Samarjian

E-Mail Notice Contact Person's Title: President

Company Name: QUOOL LLC

Mailing Address: 3685 W Mesa Ave

City, State & Zip Code: Fresno, CA 93711

\*  
State in Which the Company Originally Registered: CA

Telephone Number: 559-250-6768

Fax Telephone Number: 559-448-0524

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

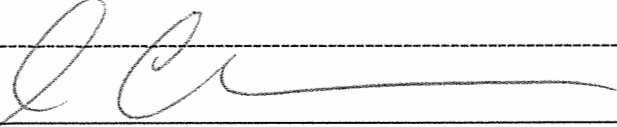
3 =====  
4 Robert Half International, Inc.

5 By: 

6 Print Name: Megan Slabinski

7 Title: District President

8 Date: 01/31/2017

9 -----  
10 By: 

11 Print Name: Evelyn Crane-Oliver

12 Title: SVP Secretary and ~~Senior~~ Counsel

13 Date: 01/31/2017 General

14 =====  
15 E-Mail Address for Notices: megan.slabinski@roberthalf.com

16 E-Mail Notice Contact Person's Name: Megan Slabinski

17 E-Mail Notice Contact Person's Title: President

18 =====  
19 Company Name: Robert Half International, Inc.

20 Mailing Address: 10100 Trinity Parkway, Suite 330

21 City, State & Zip Code: Stockton, CA 95219

22 \*

23 State in Which the Company Originally Registered: Delaware

24 =====  
25 Telephone Number: 209.513.9885

Fax Telephone Number: 209.474.7152

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4 Satwic Inc

5 By: 

6 Print Name: Subbaiah Cherumandanda

7 Title: President

8 Date: 1/26/2017

9 =====  
10 By: 

11 Print Name: Natesh Kodancha

12 Title: Secretary

13 Date: 1/26/2017

14 =====  
15 E-Mail Address for Notices: info@satwic.com

16 E-Mail Notice Contact Person's Name: Subbaiah Cherumandanda

17 E-Mail Notice Contact Person's Title: President

18 =====  
19 Company Name: Satwic Inc

20 Mailing Address: 121 W Lexington Dr, Suite 602

21 City, State & Zip Code: Glendale, CA 91203

22 \*

23 State in Which the Company Originally Registered: California


24 =====  
25 Telephone Number: 818 230 2181

Fax Telephone Number: 818 688 8163

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4 Sierra Cybernetics, Inc.

5 By: 

6 Print Name: Carl LaPlante

7 Title: President

8 Date: January 26, 2017

9 =====  
10 By: 

11 Print Name: Carl LaPlante

12 Title: Secretary

13 Date: January 26, 2017

14 =====  
15 E-Mail Address for Notices: claplante@sierracyber.com

16 E-Mail Notice Contact Person's Name: Carl LaPlante

17 E-Mail Notice Contact Person's Title: President

18 =====  
19 Company Name: Sierra Cybernetics, Inc.

20 Mailing Address: 5140 E. La Palma Ave., Suite 201

21 City, State & Zip Code: Anaheim Hills, CA 92807-2069

22 \*  
23 State in Which the Company Originally Registered: California

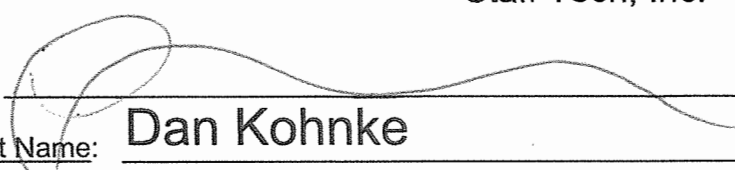
24 =====  
25 Telephone Number: 714-921-1212, x210


Fax Telephone Number: 714-921-2086

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4 Staff Tech, Inc.

5 By:   
6 Print Name: Dan Kohnke  
7 Title: President  
8 Date: 1/30/2017

9 -----  
10 By:   
11 Print Name: Erika Kohnke  
12 Title: CFO  
13 Date: 1/30/2017

14 =====  
15 E-Mail Address for Notices: Erika@staff-tech.net

16 E-Mail Notice Contact Person's Name: Erika Kohnke

17 E-Mail Notice Contact Person's Title: CFO / Account Manager

18 =====  
19 Company Name: Staff Tech, Inc.

20 Mailing Address: 193 Blue Ravine Rd. Ste. 200

21 City, State & Zip Code: Folsom, Ca 95630

22 \*

23 State in Which the Company Originally Registered: California

24 =====  
25 Telephone Number: 916 752-7603

Fax Telephone Number: 916 313-3794

Agreement for Data Processing Professional Services with the County of Fresno

**CONTRACTOR SIGNATURE PAGE**

Technicate Solutions Inc.

By: 

Print Name: Damon Brown

Title: President

Date: 01/30/2017

By: 

Print Name: Joshua Hovinga

Title: Secretary

Date: 01/30/2017

E-Mail Address for Notices: damon@technicate.com

E-Mail Notice Contact Person's Name: Damon Brown

E-Mail Notice Contact Person's Title: President

Company Name: Technicate Solutions Inc.

Mailing Address: 2999 Gold Canal Dr.

City, State & Zip Code: Rancho Cordova, CA 95842

\*

State in Which the Company Originally Registered: California

Telephone Number: 916-880-1128


Fax Telephone Number: 916-334-4350

Agreement for Data Processing Professional Services with the County of Fresno

**CONTRACTOR SIGNATURE PAGE**

=====

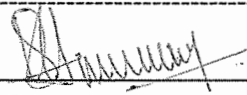
TechTu Business Solutions, Inc.

By:  \_\_\_\_\_

Print Name: Gopi Chavali

Title: CEO

Date: 01/27/2017

By:  \_\_\_\_\_

Print Name: Srinivas Vegasena

Title: CFO

Date: 01/27/2017

=====

E-Mail Address for Notices: chandup@techtu.com ; gchavali@techtu.com

E-Mail Notice Contact Person's Name: Chandra Peddamallu

E-Mail Notice Contact Person's Title: Engagement Director

=====

Company Name: TechTu Business Solutions, Inc.

Mailing Address: 4900 Hopyard Road, Suite 100

City, State & Zip Code: Pleasanton, CA 94588

\*

State in Which the Company Originally Registered: California

=====

Telephone Number: 925-468-4174

Fax Telephone Number: 925-463-4824

1 Agreement for Data Processing Professional Services with the County of Fresno

2 CONTRACTOR SIGNATURE PAGE

3 =====  
4  
5 By: James Mosby

6 Print Name: JAMES MOSBY

7 Title: CEO

8 Date: 1-27-17

9 =====  
10 By: Angela Mosby

11 Print Name: ANGELA MOSBY

12 Title: CEO

13 Date: 1-27-17

14 =====  
15 E-Mail Address for Notices: exclusivenet@earthlink.net

16 E-Mail Notice Contact Person's Name: JAMES MOSBY

17 E-Mail Notice Contact Person's Title: CEO

18 =====  
19 Company Name: THE LITTE GROUP LTD, CO DBA EXCLUSIVE NETWORK ENTERPRISES

20 Mailing Address: P.O. BOX 8753

21 City, State & Zip Code: GREENVILLE, TEXAS 75404

22 \*

23 State in Which the Company Originally Registered: TEXAS

24 =====  
25 Telephone Number: 903 455-8500

Fax Telephone Number: 903 454-8513

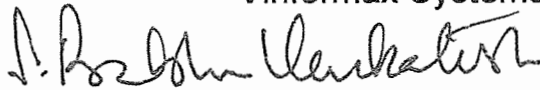


Agreement for Data Processing Professional Services with the County of Fresno

CONTRACTOR SIGNATURE PAGE

Vinformax Systems Inc

By: \_\_\_\_\_

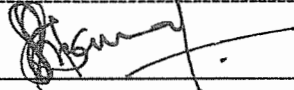


Print Name: Prabhu Venkatesh Subramanian

Title: Head of the Americas

Date: 26th Jan 2017

By: \_\_\_\_\_



Print Name: Muthukumar Srinivasan

Title: Head of Technology and New Product Innovation

Date: 26th Jan 2017

E-Mail Address for Notices: us@vinformaxsystems.com

E-Mail Notice Contact Person's Name: Muthukumar Srinivasan

E-Mail Notice Contact Person's Title: Head of Technology and New Product Innovation

Company Name: Vinformax Systems Inc

Mailing Address: 1363 B Street

City, State & Zip Code: Hayward CA 94541

\*

State in Which the Company Originally Registered: California

Telephone Number: 408-373-1977

Fax Telephone Number: 510-740-3549

Agreement for Data Processing Professional Services with the County of Fresno

CONTRACTOR SIGNATURE PAGE

West Advanced Technologies Inc

By: VSR

Print Name: Srinivas R Veeramasu

Title: President

Date: January 26, 2017

By: KR

Print Name: Krishna SR Chintalapathi

Title: Vice President & Company Secretary

Date: January 28, 2017

E-Mail Address for Notices: krishna@wati.com

E-Mail Notice Contact Person's Name: Krishna SR Chintalapathi

E-Mail Notice Contact Person's Title: Vice President and Company Secretary

Company Name: West Advanced Technologies Inc

Mailing Address: 9344 Pascal Way

City, State & Zip Code: Elk Grove, CA 95624

\*

State in Which the Company Originally Registered: California

Telephone Number: 916-955-8883

Fax Telephone Number: 310-935-3156

**COMPANY****CONTACT INFORMATION**

Agile Global Solutions, Inc.  
13405 Folsom Blvd., Suite 515  
Folsom, CA 95630

Michael Fruci, Director, Business Development  
Telephone: (916) 293-3431  
FAX: (916) 848-3695  
Email: mfruci@agileglobal.com

Agloro Programming Services, Inc.  
4732 W. Tenaya Ave.  
Fresno, CA 93722

Manuel Agloro, Owner  
Telephone: (559) 790-8991  
FAX:  
Email: aglowpssi@gmail.com

AgreeYa Solutions, Inc.  
605 Coolidge Drive  
Folsom, CA 95630

Ajay Kaul, Managing Partner  
Telephone: (916) 294-0075  
FAX: (866) 886-1555  
Email: sales\_cagov@agreeya.com

Beacon Systems, Inc.  
9900 W. Sample Road, Suite 400a  
Coral Springs, Florida 33065

Vinod Reddi, Chief Operating Officer  
Telephone: (954) 426-1171  
FAX: (954) 426-1181  
Email: vreddi@beacongov.com

Bitwise Industries, Inc.  
700 Van Ness Ave.  
Fresno, CA 93721

Landon Brokaw, Executive Director  
Telephone: (559) 560-3300  
FAX:  
Email: lbrokaw@shift3tech.com

BPM Advisors, LLC  
2441 Honolulu Ave., Suite 124  
Glendale, CA 91020

Ahmad Iqbal, President  
Telephone: (818) 745-0963  
FAX:  
Email: aiqbal@bpmadvisors.com

Celer Systems, Inc.  
13405 Folsom Blvd., Suite 300  
Folsom, CA 95630

Sreerangam Gaddam, Vice President  
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FAX: (866) 525-5201  
Email: sree.gaddam@celersystems.com

Ciber, Inc.  
6312 S Fiddler's Green Circle, Suite 600 E  
Greenwood Village, CO 80111

Carl Carr, Account Partner  
Telephone: (408) 823-8866  
FAX: (303) 220-7100  
Email: ccarr@ciber.com

CNC Consulting, Inc.  
50 E Palisade Ave.  
Englewood, NJ 07631

Al Frater, Business Development Manager  
Telephone: (201) 541-9219  
FAX: (201) 541-9128  
Email: afrater@cncconsulting.com

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Computer Consultants International, Inc.  
10949 W. Villa Monte Dr.  
Mukilteo, WA 98275

Arshia Tayyab, President/CEO  
Telephone: (800) 493-2105 Ext. 201  
FAX: (800) 493-2105  
Email: arshi@cci-worldwide.com

COOLSOFT, LLC  
1902 Campus Place, Suite 12  
Louisville, KY 40299

Roger Natarajan, Vice President, HR  
Telephone: (502) 327-9805 Ext. 5003  
FAX: (888) 528-8727  
Email: roger@coolsofttech.com

CSI Telecommunications, Inc.  
750 Battery Street, Suite 350  
San Francisco, CA 94111

Michael Newman, President  
Telephone: (415) 751-8845  
FAX: (415) 788-0791  
Email: miken@csitele.com

Cyret Technologies, Inc.  
8140 Ashton Ave., Suite 210  
Manassas, VA 20109

Steven Kastell, Director of Sales & Marketing  
Telephone: (703) 365-9599  
FAX: (703) 365-8930  
Email: steven.kastell@cyret.com

DevCare Solutions  
131 N High Street, Suite 640  
Columbus, OH 43215

Ramkumar Regupathy, Director  
Telephone: (614) 221-2277  
FAX: (614) 867-9367  
Email: ram@devcare.com

Dimension Systems, Inc.  
28525 Orchard Lake Rd.  
Farmington Hills, MI 48334

Cara Cullen, Sales Manager  
Telephone: (248) 926-3400 Ext. 233  
FAX: (248) 313-3030  
Email: ccullen@dsisys.com

ERP Analysts  
425 Metro Place N., Suite 510  
Dublin, OH 43017

Louis Leclerc, Vice President, Delivery  
Telephone: (866) 534-6031 Ext. 7022  
FAX: (888) 432-0204  
Email: lleclerc@erpAgroun.com

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3101 Zinfandel Drive, Suite 240  
Rancho Cordova, CA 95670

Bryan Johnson, Business Development Manager  
Telephone: (916) 638-6266  
FAX: (916) 563-8026  
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917 7th Street, Suite 205  
Sacramento, CA 95814

Shawn Stanford, Principal  
Telephone: (916) 395-6690  
FAX: (916) 395-6690  
Email: bizdev@feastech.net

**COMPANY****CONTACT INFORMATION**

Genuent USA, LLC  
3017 Douglas Blvd., Suite 300  
Roseville, CA 95661

Valerie Berry, Senior Business Development Manager  
Telephone: (916) 772-8158  
FAX: (916) 772-3737  
Email: vberry@genuent.net

Global Service Resources, Inc.  
P.O. Box 4057  
Burbank, CA 91503

Nick Sefayan, Director  
Telephone: (800) 679-7658 Ext. 104  
FAX: (866) 369-6005  
Email: nick.sefayan@computerworkstech.com

InMotion Software, LLC  
1101 Lakeline Blvd., Suite 300  
Austin, TX 71817

Paul Rabago, Director, Government Contracts  
Telephone: (737) 203-9597  
FAX:  
Email: marketing@inmotionsoftware.com

JNJ Solutions  
2377 Gold Meadow Way, Suite 100  
Gold River, CA 95670

Vijayakumar Karayi, CEO  
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FAX: (505) 212-5488  
Email: vijay@jnjsolutions.com

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Antioch, CA 94531

Christopher Baggott, CEO & President  
Telephone: (925) 516-7190  
FAX: (925) 956-5197  
Email: cbaggott@medlinksinc.com

Mic Software, LLC  
1109 Megan Ave.  
Clovis, CA 93611

Michael Ajanaku, CEO  
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FAX:  
Email: info@mic-software.net

Nitesoft Inc,  
666 Plainsboro Road, Suite 1236  
Plainsboro, NJ 0

Shanker Babu, President  
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FAX: (732) 909-2441  
Email: shanker@compworldwide.com

NWN Corporation  
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Clovis, CA 93611

Kevin Deisher, Senior Account Executive  
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FAX: (916) 235-9942  
Email: kdeisher@nwnit.com

Optima Global Solutions, Inc.  
3131 Princeton Pike, Bldg 3, Suite 207  
Lawrenceville, NJ 0

Pramod Yadav, Director, Professional Services  
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FAX: (609) 935-0529  
Email: pramod@optimags.com

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Clovis, CA 93619

Alamdard Khan, C.E.O.  
Telephone: (559) 314-0099  
FAX:  
Email: optimizeitsolutions@gmail.com

QUOOL, LLC  
3685 W. Mesa Ave.  
Fresno, CA 93711

Jack Samarjian, President  
Telephone: (559) 250-6768  
FAX: (559) 448-0524  
Email: js@quoolllc.com

Robert Half International, Inc.  
2613 Camino Ramon  
San Ramon, CA 94583

Megan Slabinski, District Director  
Telephone: (206) 749-9260  
FAX:  
Email: megan.slabinski@roberthalf.com

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121 W Lexington Dr., Suite 602  
Glendale, CA 91203

Subbaiah Cherumandanda, President  
Telephone: (818) 230-2181  
FAX: (818) 688-8163  
Email: info@satwic.com

Sierra Cybernetics, Inc.  
5140 E Palma Ave., Suite 201  
Anaheim Hills, CA 92807

Carl LaPlante, President  
Telephone: (714) 921-2086 Ext. 210  
FAX: (714) 921-2086  
Email: claplante@sierracyber.com

Staff Tech, Inc.  
193 Blue Ravine Road, Suite 200  
Folsom, CA 98630

Erika Kohnke, Account Manager  
Telephone: (916) 782-7603  
FAX: (916) 313-3794  
Email: erika@staff-tech.net

Technicate Solutions  
2999 Gold Canal Drive  
Rancho Cordova, CA 95670

Damon Brown, Vice President, Business Development  
Telephone: (916) 880-1128  
FAX: (916) 334-4350  
Email: damon@technicate.com

TechTu Business Solutions, Inc.  
4900 Hopyard Road, Suite 100  
Pleasanton, CA 94588

Gopi Chavali, CEO  
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FAX: (925) 463-4824  
Email: gchavali@techtu.com

The Little Group LTD, Co.  
P.O. Box 8753  
Greenville, TX 75404

James Mosby, Chief Executive Officer  
Telephone: (903) 455-8500 Ext. 11  
FAX: (903) 454-8513  
Email: exclusivenet@earthlink.net

**COMPANY****CONTACT INFORMATION**

Vinformax

1363 B Street  
Hayward, CA 94541

West Advanced Technologies, In.  
1230 Rosecrans Ave., Suite 300  
Manhattan Beach, CA 90266

Prabhu Venkatesh Subramanian, Head of the  
Americas

Telephone: (925) 202-11786  
FAX: (510) 740-3549  
Email: us@vinformaxsystems.com

Srini Veerasamu, President & CEO

Telephone: (703) 485-5715  
FAX: (310) 935-3156  
Email: srinivas@wati.com

# ATTACHMENT B

## CONTRACTOR'S EMPLOYEE NON-DISCLOSURE AGREEMENT

The undersigned, \_\_\_\_\_, an employee of CONTRACTOR herein, acknowledges that the COUNTY's Confidential Information and Inventions have tangible value, contain valuable trade secrets, copyrights, confidential or proprietary information of the COUNTY, and is the sole property of the COUNTY. The Undersigned agrees not to use, print or copy, in whole or in part, any Confidential Information or Inventions except in accordance with the terms of the Agreement between the CONTRACTOR and the COUNTY, which the undersigned has read and understood. Furthermore, the undersigned shall not disclose, provide, or otherwise make available, in whole or in part, such Confidential Information or Inventions other than the CONTRACTOR's employees who have executed confidentiality agreements. Such disclosure shall be in confidence for purposes specifically related to the performance of the CONTRACTOR's obligations under the aforesaid agreement. The Undersigned shall take all appropriate actions, whether by instruction, agreement or otherwise to insure the protection, confidentiality or security of the COUNTY's Confidential Agreement. The Undersigned agrees that his or her obligations herein with respect to the confidentiality and security of all information disclosed to the undersigned shall survive the termination or expiration of any Agreement or relationship between the COUNTY and CONTRACTOR, or between the CONTRACTOR and the undersigned.

The undersigned agrees that this Agreement shall be governed by the laws of the State of California, and that proper venue for the resolution of any dispute arising from or connected with the Agreement shall be heard in a court of competent jurisdiction in the County of Fresno, California.

ACKNOWLEDGED AND ACCEPTED by CONTRACTOR and CONTRACTOR's EMPLOYEE:

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

CONTRACTOR: By: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company's Name: \_\_\_\_\_



1 **Exhibit 1**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

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

11 **INSTRUCTIONS**

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

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

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

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

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

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

23 (5) Form must be signed by the board member that is involved in the self-dealing  
24 transaction described in Sections (3) and (4).  
25  
26  
27  
28

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