

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter LEASE) is made and entered into this 11th day of July, 2017, by and between HERITAGE CENTRE, LLC, a California Limited Liability Company, 1475 Powell Street, Suite 101, Emeryville, California 94608 (hereinafter LESSOR), and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 Pontiac Way, Clovis, CA 93612 (hereinafter LESSEE). LESSOR and LESSEE shall also be referred to herein singularly as a "Party" and collectively as "Parties."

1. LEASED PREMISES - LESSOR hereby leases to LESSEE approximately 15,833 square feet of office space and approximately 8,032 square feet of storage space, to be utilized for storage only, at the location commonly known as Heritage Centre (the "Centre") located at 3151 N Millbrook, Fresno, CA 93726, (the "Building"), in that portion of the Building as shown on the site plan attached as Exhibit "A", attached hereto and by this reference incorporated herein, (hereinafter "Premises") and the non-exclusive right, in common with the other tenants of the Centre, to use the Centre's parking lot which contains four (4) stalls per one-thousand (1,000) square feet of building space.

2. TERM - The initial term of this LEASE shall be for one (1) year, beginning July 1, 2017 and ending June 30, 2018 ("Initial Term"). Upon expiration of the Initial Term, this Lease shall automatically renew for a maximum of four (4) additional one-year periods (each an "Annual Term"), unless LESSEE provides written notice of non-renewal to LESSOR at least six (6) months prior to the expiration of the Initial Term or each such Annual Term. LESSEE's Director of Internal Services is hereby authorized to provide such notice of non-renewal.

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

Rent Period	Office Space	Storage Space
July 1, 2017	\$ 21,375.55	\$ 750.00
July 1, 2018	\$ 21,691.21	\$ 750.00
July 1, 2019	\$ 22,007.87	\$ 750.00
July 1, 2020	\$ 22,324.53	\$ 750.00

July 1, 2021	\$ 22,641.19	\$ 750.00
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4. UTILITIES – LESSOR shall be responsible for all utilities necessary for LESSEE’S “normal office use,” excepting telephone service. For purposes of this LEASE, “normal office use” shall mean use of utilities for general office purposes between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. until 2:00 p.m. Saturdays, excluding holidays. LESSEE shall not, without the written consent of LESSOR, use any apparatus or device at the Premises, including without limitation electronic data processing machines, punch card machines, or any other machines using in excess of 120 volts which consume more electricity than normally furnished or supplied for the use of the Premises as general office space, as determined by LESSOR.

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

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

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

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

10 7. THIS SECTION INTENTIONALLY DELETED

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

17 9. BREACH OF OBLIGATION TO MAINTAIN - In the event LESSOR breaches its  
18 obligation to maintain the Premises as herein provided, LESSEE shall give written notice to  
19 LESSOR within fifteen (15) days of its discovery of such breach. LESSOR shall then have  
20 thirty (30) days from the date of such notice to cure its breach, provided, however, that if the  
21 item of maintenance requires more than (30) days to complete, then LESSOR will not be in  
22 default hereunder if within such thirty (30) day period, LESSOR commences the work on such  
23 maintenance and diligently and in good faith prosecutes the same to completion. Subject to  
24 the foregoing, if the period for cure expires and if, in LESSEE'S sole determination, LESSOR  
25 has failed to cure, then LESSEE may, at its election:

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

monies; or

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

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

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

- (B) LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect to terminate this LEASE due to Casualty if: the Premises have been destroyed or substantially destroyed by said Casualty and the estimated time to repair the Premises exceeds sixty (60) days from the date of the Casualty. LESSOR shall provide LESSEE with written notice of its election to terminate within thirty (30)

days after the date of Casualty, specifying a termination date not less than thirty (30) days from the date of said notice.

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

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

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

12. NON FUNDING TERMINATION - This LEASE is contingent on the allocation of funds by a governmental agency. Should funds not be allocated, this LEASE may be terminated by the Board of Supervisors at any time by giving at least thirty (30) days prior written notice to LESSOR.

13. HOLD HARMLESS - LESSOR agrees to indemnify, save, hold harmless, and at LESSEE'S request, defend the LESSEE, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to LESSEE

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

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

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

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

20 c. Automobile Liability - Comprehensive Automobile Liability Insurance with limits  
21 for bodily injury of not less than Two Hundred Fifty Thousand Dollars  
22 (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per  
23 accident and for property damages of not less than Fifty Thousand Dollars  
24 (\$50,000.00), or such coverage with a combined single limit of Five Hundred  
25 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned  
26 vehicles used in connection with this LEASE.

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

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

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

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

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

22           a. Commercial General liability insurance with limits of not less than One  
23 Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of not less than Two  
24 Million Dollars (\$2,000,000.00). This policy shall be issued on an occurrence basis.

25           b. All-Risk property insurance.

26           15. ESTOPPEL CERTIFICATE – LESSEE shall, at any time upon not less than  
27 thirty (30) days prior request by LESSOR, execute, acknowledge and deliver to LESSOR a  
28 written estoppel certificate, in a form satisfactory to LESSOR, certifying that this Lease is

1 unmodified and in full force and effect (or, if there have been modifications, that the same is in  
2 full force and effect as modified and stating the modifications) and, if applicable, the dates to  
3 which the Rent and any other charges have been paid in advance. Any such statement  
4 delivered pursuant to this Section 11 may be relied upon by third persons, including a  
5 prospective purchaser or encumbrancer of the Premises.

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

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

26 17. SURRENDER OF POSSESSION - Upon the expiration or termination of this  
27 LEASE, LESSEE will surrender the Premises to LESSOR in such condition as existing at the  
28 commencement of this LEASE, less reasonable wear and tear, less the effects of any



Casualty as herein defined, and less the effects of any breach of LESSOR'S covenant to maintain. LESSEE will not be responsible for any damage which LESSEE was not obligated hereunder to repair.

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

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

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

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

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

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

(i) Personal delivery; or

(ii) Sent by certified United States mail, first class postage prepaid,

1 with return receipt requested, to the applicable addresses as set forth below, in which case such  
2 notice shall be deemed given three (3) business days if LESSOR is the recipient, or three (3)  
3 LESSEE business days if LESSEE is the recipient, after such deposit and postmark with the  
4 United States Postal Service; or

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

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

11 LESSEE:

12 County of Fresno (L-317)  
13 Robert W. Bash, Director of Internal  
14 Services/Chief Information Officer  
15 333 Pontiac Way  
16 Clovis, CA 93612

LESSOR:

Heritage Centre LLC  
Attn: Steve Schwartz  
837 Arnold Drive, Suite 8  
Martinez, CA 94553

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

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

1 the terms and conditions thereof.

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

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

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

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

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

28 27. ENTIRE LEASE - This LEASE constitutes the entire LEASE between the

1 LESSOR and LESSEE with respect to the subject matter hereof and supersedes all prior  
2 leases, negotiations, proposals, commitments, writings, advertisements, publications, and  
3 understandings of any nature whatsoever unless expressly referenced in this LEASE.

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

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1 LESSEE:  
2 COUNTY OF FRESNO

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

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

8 By Susan Bishop  
9 Deputy

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

12 By Dan C. Cederborg  
13 Deputy

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

18 By Oscar J. Garcia

19 RECOMMENDED FOR APPROVAL:

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

23 RECOMMENDED FOR APPROVAL:

24 By Lisa A. Smittcamp  
25 Lisa A. Smittcamp, Fresno County  
26 District Attorney

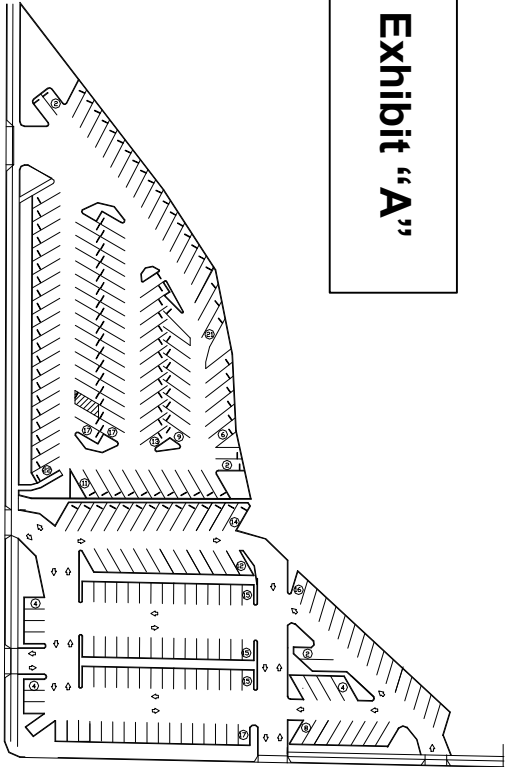
27 Fund 0001  
28 Subclass 10000  
Org No. 2862  
Acct. No. 7340

LESSOR  
HERITAGE CENTRE, LLC

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

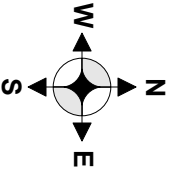
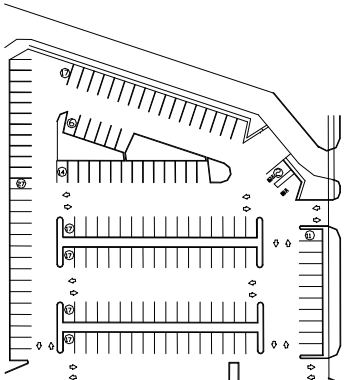
By Steve Schwartz  
Steve Schwartz, Owner Representative

**Exhibit "A"**



**East Shields Ave**

**North Millbrook Ave**



**Heritage Centre Campus**

INDIAN TREATY

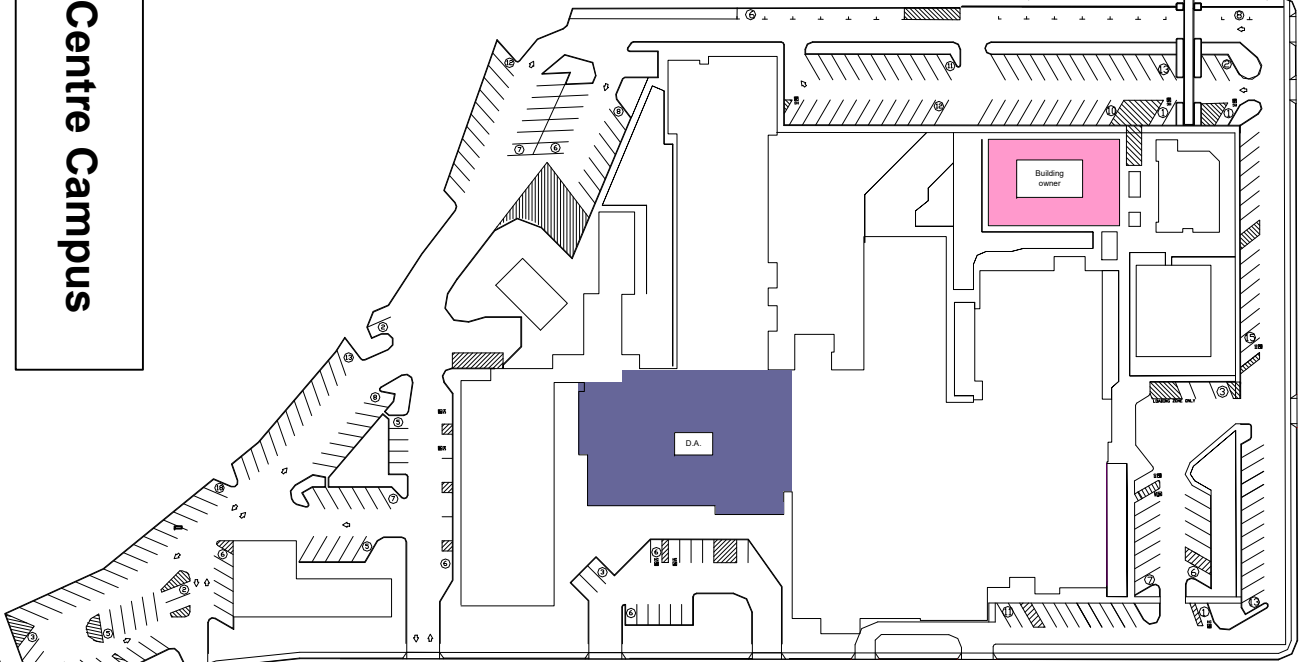


Exhibit "B"  
L-319

PERFORMED DAILY:

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

PERFORMED WEEKLY:

- Dust picture frames and partition tops

PERFORMED EVERY THREE MONTHS:

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

PERFORMED EVERY SIX MONTHS:

- Interior windows
- Strip and wax vinyl and tile floors

PERFORMED ONCE PER YEAR

Wash/clean walls

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PERFORM AS REQUIRED

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



**SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

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

**INSTRUCTIONS**

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

**Mail the completed form to:**

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

<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>	