

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of September, 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and X-ACT TECHNOLOGY SOLUTIONS, INC., a California corporation, whose address is 1920 Hillhurst Avenue #1134, Los Angeles, CA 90027 ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, COUNTY is in need of Wi-Fi services for 23 Library branches located throughout Fresno County as shown in Exhibit A, attached and incorporated by this reference; and

WHEREAS, CONTRACTOR has the capability and is willing to provide Wi-Fi services to all Library branch locations specified in Exhibit A.

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

1. SERVICES

A. CONTRACTOR shall procure Internet service, independent of current network setup, dedicated to Wi-Fi services only, for each of the 23 Library branch locations described in Exhibit A, which is attached and incorporated by this reference.

B. CONTRACTOR shall provide and install Wi-Fi equipment in each Library branch and procure software Licenses necessary to make the equipment operational.

C. CONTRACTOR shall provide CIPA (Children's Internet Protection Act) filtering and update filtering daily with latest filtering guidelines.

D. CONTRACTOR shall provide 24/7 monitoring and technical support in accordance with Exhibit B, attached and incorporated by this reference.

E. CONTRACTOR shall provide COUNTY access to usage statistics and data reports as required by the CIPA.

F. CONTRACTOR shall allow COUNTY the right to update or cancel Wi-Fi support for certain Library branch locations listed in Exhibit A during the term of this Agreement.

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1 2. **TERM**

2 This Agreement shall be for a period of three (3) years, commencing on October 1,
3 2018 through and including September 30, 2021. This Agreement may be extended for two (2) additional
4 consecutive twelve (12) month extension periods upon written approval of both parties no later than thirty
5 (30) days prior to the first day of the next twelve (12) month extension period. The Librarian or his or her
6 designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S
7 satisfactory performance.

8 3. **TERMINATION**

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

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

- 15 1) An illegal or improper use of funds;
16 2) A failure to comply with any term of this Agreement;
17 3) A substantially incorrect or incomplete report submitted to the COUNTY;
18 4) Improperly performed service.

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

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

1 **4. COMPENSATION/INVOICING**

2 For actual services provided, as identified in the terms and conditions of this
3 Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation
4 based on actual expenditures incurred by CONTRACTOR in accordance with the budget identified in
5 Exhibit C, attached and incorporated by this reference. In no event shall services performed under this
6 Agreement exceed sixty eight thousand, nine hundred four dollars (\$68,904) per year, and in no event shall
7 services performed under this Agreement exceed one hundred seventy seven thousand, two hundred
8 seventy four dollars (\$177,274) for the Initial Term. In the event this Agreement is extended for the first
9 optional extension term as provided in Section 2, the maximum amount payable by COUNTY to
10 CONTRACTOR under this Agreement will be two hundred thirty five thousand and sixty four dollars
11 (\$235,564). In the event this Agreement is extended for the second optional extension term as provided in
12 Section 4, the maximum amount payable by COUNTY to CONTRACTOR under this Agreement will be two
13 hundred ninety three thousand, eight hundred and fifty four dollars (\$293,854).

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

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

19 **5. INDEPENDENT CONTRACTOR**

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

28 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and

1 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
2 thereof.

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

11 **6. MODIFICATION**

12 Any matters of this Agreement may be modified from time to time upon (30) days
13 written notificate of either party without, in any way, affecting the remainder.

14 **7. 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 **8. HOLD HARMLESS**

18 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
19 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
20 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
21 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
22 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
23 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
24 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,
25 agents, or employees under this Agreement.

26 **9. INSURANCE**

27 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any
28 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following

insurance policies or a program of self-insurance throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). 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 of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto 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 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

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

E. Technology Professional Liability (Errors and Omissions)

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to

1 these obligations.

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

9 Within Thirty (30) days from the date CONTRACTOR signs and executes this
10 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all
11 of the foregoing policies, as required herein, to the County of Fresno, Library Business Manager, 2420
12 Mariposa Street, Fresno, CA. 93721), stating that such insurance coverages have been obtained and are in
13 full force; that the County of Fresno, its officers, agents and employees will not be responsible for any
14 premiums on the policies; that such Commercial General Liability insurance names the County of Fresno,
15 its officers, agents and employees, individually and collectively, as additional insured, but only insofar as
16 the operations under this Agreement are concerned; that such coverage for additional insured shall apply
17 as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
18 agents and employees, shall be excess only and not contributing with insurance provided under
19 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
20 minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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1 **10. AUDITS AND INSPECTIONS**

2 The CONTRACTOR shall at any time during business hours, and as often as the
3 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data
4 with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the
5 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
6 CONTRACTOR'S compliance with the terms of this Agreement.

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

10 **11. NOTICES**

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

13
14 COUNTY

15 County Librarian
16 2420 Mariposa Street
17 Fresno, CA 93721

18 CONTRACTOR

19 Adam Skinner, President
20 1920 Hillhurst Avenue #1134
21 Los Angeles, CA 90027

22 All notices between the COUNTY and the CONTRACTOR provided for or permitted
23 under this Agreement must be in writing and delivered either by personal service, by first-class United
24 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
25 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class
26 United States mail is effective three COUNTY business days after deposit in the United States mail,
27 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service
28 is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery
fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice
delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such
transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be

effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

12. GOVERNING LAW

Venue for any action arising out of or related 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.

13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of 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 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, attached as Exhibit D and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.


14. ENTIRE AGREEMENT

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

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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.

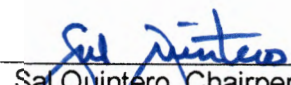
3
4 **CONTRACTOR**

5 
6 Adam Skinner
7 President, Secretary and CFO

8 1920 Hillhurst Avenue #1134


9 Los Angeles, CA 90027

COUNTY OF FRESNO

10 
11 Sal Quintero, Chairperson of the Board of
12 Supervisors of the County of Fresno

ATTEST:

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

13
14
15 By: 
16 Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 Fund No.: 0107
19 Subclass: 10000
20 Org No.: 75110200
21 Account: 7296
22
23
24
25
26
27
28

Exhibit A**Library Branch Locations for Wi-Fi Services**

	BRANCH	STREET ADDRESS	CITY	STATE	ZIP
1	Auberry	33049 Auberry Road	Auberry	CA	93602
2	Bear Mountain	30733 E. Kings Canyon	Squaw Valley	CA	93675
3	Betty Rodriguez	3040 N. Cedar	Fresno	CA	93703
4	Big Creek	51190 Point Road	Big Creek	CA	93605
5	Clovis	1155 Fifth Street	Clovis	CA	93612
6	Fig Garden	3071 W. Bullard	Fresno	CA	93711
7	Firebaugh	1315 "O" Street	Firebaugh	CA	93622
8	Fowler	119 "E" Merced Street	Fowler	CA	93625
9	Kerman	15081 Kearney Plaza	Kerman	CA	93630
10	Kingsburg	1399 Draper Street	Kingsburg	CA	93631
11	Mosqueda	4670 E. Butler, Fresno	Fresno	CA	93702
12	Pinedale	7170 N. San Pablo	Pinedale	CA	93650
13	Politi	5771 N. First	Fresno	CA	93710
14	Reedley	1027 "E" Street	Reedley	CA	93654
15	Riverdale	20975 Malsbary	Riverdale	CA	93656
16	San Joaquin	8781 Main Street	San Joaquin	CA	93660
17	Sanger	1812 Seventh Street	Sanger	CA	93657
18	Selma	2200 Selma Ave.	Selma	CA	93662
19	Senior Resource Center	2025 E. Dakota Avenue	Fresno	CA	93726
20	Shaver Lake	41344 Tollhouse Rd.	Shaver Lake	CA	93664
21	Sunnyside	5566 E. Kings Canyon Rd.	Fresno	CA	93727
22	Talking Book Library	770 N. San Pablo Ave.	Fresno	CA	93728
23	Woodward Park	944 E. Perrin	Fresno	CA	93720

Library Wi-Fi Support

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

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

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

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

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

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



Fiscal Summary
Section 4 Compensation/Invoicing

Summary	Wi-Fi Svc	Equipment & Installation	Total
Three year initial base	\$ 162,555	\$ 14,719	\$ 177,274
Year 4 renewal	\$ 58,290	\$ -	\$ 58,290
Year 5 renewal	\$ 58,290	\$ -	\$ 58,290
Grand Total Five year contract (Rounded to nearest dollar)			\$ 293,854

Summary	Wi-Fi Svc	Equipment & Installation	Total
FY 18-19 (9 months of initial contract year)	\$ 40,639	\$ 14,719	\$ 55,358
FY 19-20	\$ 54,185		\$ 54,185
FY 20-21	\$ 54,185		\$ 54,185
FY 21-22			
3 months of third contract year	\$ 13,546		\$ 13,546
9 months of fourth contract year	\$ 43,718		\$ 43,718
FY 22-23	\$ 58,290		\$ 58,290
FY 23-24 (3 months of fifth contract month)	\$ 14,572		\$ 14,572
Grand Total (Rounded to nearest dollar)			\$ 293,854

Wi-Fi Budget Per Branch Initial 3 Year

		One Time Fee					One Time Fee				
	BRANCH	INTERNET PROVIDER	CIPA Filtering OPEN DNS 3-yr	Mo. Internet Charge 3-yr	Access Points Being Upgraded	Total Access Points	Access Point + Power Adapter (\$475+tax)	Meraki Software 3-yr Licence (\$250 ea. device)	X-Act Wi-Fi Support 3-yr	X-Act Wi-Fi Installation	Total 3-Yr Agreement W/New AP's
1	Auberry	AT&T	\$ 225.00	\$ -	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ -	\$ 3,175.00
2	Bear Mountain	Unwired	\$ 225.00	\$ 4,500.00	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ 250.00	\$ 7,925.00
3	Betty Rodriquez	AT&T	\$ 450.00	\$ 4,500.00	0	2	\$ -	\$ 500.00	\$ 2,700.00	\$ -	\$ 8,150.00
4	Big Creek	Ponderosa	\$ 225.00	\$ 4,500.00	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ 250.00	\$ 7,925.00
5	Clovis	AT&T	\$ 675.00	\$ -	3	3	\$ 1,425.00	\$ 750.00	\$ 3,240.00	\$ 500.00	\$ 6,590.00
6	Fig Garden	AT&T	\$ 450.00	\$ 2,880.00	0	2	\$ -	\$ 500.00	\$ 2,700.00	\$ -	\$ 6,530.00
7	Firebaugh	Comcast	\$ 225.00	\$ 2,880.00	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ 250.00	\$ 6,305.00
8	Fowler	Comcast	\$ 225.00	\$ 6,300.00	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ 250.00	\$ 9,725.00
9	Kerman	Sebastian	\$ 225.00	\$ 3,600.00	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ -	\$ 6,775.00
10	Kingsburg	AT&T	\$ 450.00	\$ 4,500.00	2	2	\$ 950.00	\$ 500.00	\$ 2,700.00	\$ 250.00	\$ 9,350.00
11	Mosqueda	Comcast	\$ 225.00	\$ 4,500.00	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ 250.00	\$ 7,925.00
12	Pinedale	AT&T	\$ 225.00	\$ -	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ -	\$ 3,175.00
13	Politi	Comcast	\$ 225.00	\$ 4,500.00	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ 250.00	\$ 7,925.00
14	Reedley	Comcast	\$ 450.00	\$ 4,500.00	2	2	\$ 950.00	\$ 500.00	\$ 2,700.00	\$ 500.00	\$ 9,600.00
15	Riverdale	AT&T	\$ 450.00	\$ 4,500.00	2	2	\$ 950.00	\$ 500.00	\$ 2,700.00	\$ 500.00	\$ 9,600.00
16	San Joaquin	Comcast	\$ 225.00	\$ 4,500.00	1	1	\$ 475.00	\$ 250.00	\$ 2,700.00	\$ 500.00	\$ 8,650.00
17	Sanger	Comcast	\$ 225.00	\$ 4,500.00	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ -	\$ 7,675.00
18	Selma	AT&T	\$ 225.00	\$ 3,600.00	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ 250.00	\$ 7,025.00
19	Senior Resource	AT&T	\$ 225.00	\$ 4,500.00	0	1	\$ -	\$ 250.00	\$ 2,700.00	\$ -	\$ 7,675.00
20	Shaver Lake	Ponderosa	\$ 225.00	\$ -	1	1	\$ 475.00	\$ 250.00	\$ 2,700.00	\$ 500.00	\$ 4,150.00
21	Sunnyside	Comcast	\$ 675.00	\$ 3,600.00	3	3	\$ 1,425.00	\$ 750.00	\$ 3,240.00	\$ 500.00	\$ 10,190.00
22	Talking Book	AT&T	\$ 225.00	\$ 4,500.00	1	1	\$ 475.00	\$ 250.00	\$ 2,700.00	\$ 500.00	\$ 8,650.00
23	Woodward Park	AT&T	\$ 450.00	\$ 6,300.00	2	2	\$ 950.00	\$ 500.00	\$ 2,700.00	\$ 500.00	\$ 11,400.00
	Totals		\$ 7,425.00	\$83,160.00	17	33	\$ 8,075.00	\$ 8,250.00	\$ 63,180.00	\$ 6,000.00	\$ 176,090.00

SUMMARY	Wi-Fi Svc	Equipment & Installation	Total
Year 1	\$ 54,185	\$ 14,075	\$ 68,260
Year 2	\$ 54,185	\$ -	\$ 54,185
Year 3	\$ 54,185	\$ -	\$ 54,185
Tax (7.975%)	\$ -	\$ 644	\$ 644
Grand Total (Rounded to the nearest dollar)	\$ 162,555	\$ 14,719	\$ 177,274

Wi-Fi Budget Per Branch 1 year renewals

	BRANCH	INTERNET PROVIDER	CIPA Filtering OPEN DNS 1-yr	Mo. Internet Charge 1-yr	Access Points Being Upgraded	Total Access Points	One Time Fee		One Time Fee		
							Access Point + Power Adapter (\$475+tax)	Meraki Software 1-yr Licence (\$125 ea. device)	X-Act Wi-Fi Support 1-yr	X-Act Wi-Fi Installation	Total 1-Yr Agreement W/New AP's
1	Auberry	AT&T	\$ 125.00	\$ -	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 1,150.00
2	Bear Mountain	Unwired	\$ 125.00	\$ 1.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,710.00
3	Betty Rodriquez	AT&T	\$ 250.00	\$ 1,560.00	0	2	\$ -	\$ 250.00	\$ 900.00	\$ -	\$ 2,960.00
4	Big Creek	Ponderosa	\$ 125.00	\$ 1,560.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,710.00
5	Clovis	AT&T	\$ 375.00	\$ -	0	3	\$ -	\$ 375.00	\$ 1,080.00	\$ -	\$ 1,830.00
6	Fig Garden	AT&T	\$ 250.00	\$ 1,020.00	0	2	\$ -	\$ 250.00	\$ 900.00	\$ -	\$ 2,420.00
7	Firebaugh	Comcast	\$ 125.00	\$ 1,020.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,170.00
8	Fowler	Comcast	\$ 125.00	\$ 2,220.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 3,370.00
9	Kerman	Sebastian	\$ 125.00	\$ 1,260.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,410.00
10	Kingsburg	AT&T	\$ 250.00	\$ 1,560.00	0	2	\$ -	\$ 250.00	\$ 900.00	\$ -	\$ 2,960.00
11	Mosqueda	Comcast	\$ 125.00	\$ 1,560.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,710.00
12	Pinedale	AT&T	\$ 125.00	\$ -	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 1,150.00
13	Politi	Comcast	\$ 125.00	\$ 1,560.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,710.00
14	Reedley	Comcast	\$ 250.00	\$ 1,560.00	0	2	\$ -	\$ 250.00	\$ 900.00	\$ -	\$ 2,960.00
15	Riverdale	AT&T	\$ 250.00	\$ 1,560.00	0	2	\$ -	\$ 250.00	\$ 900.00	\$ -	\$ 2,960.00
16	San Joaquin	Comcast	\$ 125.00	\$ 1,560.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,710.00
17	Sanger	Comcast	\$ 125.00	\$ 1,560.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,710.00
18	Selma	AT&T	\$ 125.00	\$ 1,260.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,410.00
19	Senior Resource	AT&T	\$ 125.00	\$ 1,560.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,710.00
20	Shaver Lake	Ponderosa	\$ 125.00	\$ -	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 1,150.00
21	Sunnyside	Comcast	\$ 375.00	\$ 1,260.00	0	3	\$ -	\$ 375.00	\$ 1,080.00	\$ -	\$ 3,090.00
22	Talking Book Library	AT&T	\$ 125.00	\$ 1,560.00	0	1	\$ -	\$ 125.00	\$ 900.00	\$ -	\$ 2,710.00
23	Woodward Park	AT&T	\$ 250.00	\$ 2,220.00	0	2	\$ -	\$ 250.00	\$ 900.00	\$ -	\$ 3,620.00
	Totals		\$ 4,125.00	\$ 28,980.00	0	33	\$ -	\$ 4,125.00	\$ 21,060.00	\$ -	\$ 58,290.00

SUMMARY	Wi-Fi Svc	Equipment & Installation	Total
Year 4	\$ 58,290	\$ -	\$ 58,290
Year 5	\$ 58,290	\$ -	\$ 58,290
Tax (7.975%)	\$ -	\$ -	
Grand Total (Rounded to the nearest dollar)	\$ 116,580	\$ -	\$ 116,580

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

Mail the completed form to:

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

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