

LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE") is made and entered into this 24th day of August, 2021, by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("LESSEE"), and Fresno-Air LTD., A California Limited Partnership, whose address is 8050 N. Palm Ave., Suite 300, Fresno, CA 93711 ("LESSOR"). 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 office space of approximately 5,620 square feet, and adjacent warehouse space of approximately 5,313 square feet, for a total of approximately 10,933 square feet, shown on Exhibit B, which is attached and incorporated by this reference, together with common area parking, at the location commonly known as 2590 N. Grove Industrial Drive, Suite 105, Fresno, CA 93727 ("Premises").

2. TERM

The term of this LEASE shall be for a period of sixty-two (62) months, commencing on July 1, 2021, through and including August 31, 2026.

3. RENT

LESSEE agrees to pay rent to LESSOR for the Premises on or about the first of each month according to the following schedule:

Date	Total Monthly Rent	Total Annual Rent
July 1, 2021 – August 31, 2021	\$7,318.34	\$14,636.68
September 1, 2021	\$7,762.43	\$93,149.16
September 1, 2022	\$7,956.49	\$95,477.88
September 1, 2023	\$8,155.40	\$97,864.80
September 1, 2024	\$8,359.29	\$100,311.48
September 1, 2025	\$8,568.27	\$102,819.24

In no event shall rent paid by LESSEE to LESSOR over the total five-year term of this LEASE exceed \$504,259.24.

4. UTILITIES

1 Water, sewer, and garbage shall be included as part of the monthly rent and LESSEE shall pay all
2 charges for electricity, natural gas, and telephone services directly to their respective providers.

3 5. USE

4 LESSEE shall use the Premises as office and warehouse space by the Sheriff's Office, or for any
5 other County of Fresno department, office, or agency. LESSEE agrees to comply with all applicable laws,
6 ordinances and regulations in connection with such use.

7 LESSOR covenants that the Premises are suitable for the LESSEE's intended use. LESSOR
8 further covenants that the Premises shall be in compliance with all applicable laws, ordinances, and
9 regulations, including, but not limited to, safety regulations, health and building codes.

10 6. MAINTENANCE

11 LESSOR shall, at its sole cost and expense, be responsible for all exterior and interior
12 maintenance, including all maintenance and repair of air conditioning, heating units, plumbing systems, fire
13 sprinkler systems, electrical systems, and roof, and all maintenance of landscape, parking lot lighting, bird
14 control, pest control, and the common area parking. LESSOR is also responsible, at its sole cost and
15 expense, for the structural condition of the building, and covenants that the building will always be
16 maintained in a condition acceptable for the LESSEE'S intended use of the Premises. This will include
17 exterior and interior painting as needed due to normal wear and tear. LESSEE shall provide interior
18 janitorial service and supplies.

19 7. LESSOR IMPROVEMENTS

20 LESSOR will be responsible for improvements ("Lessor Improvements"), to include:

- 21 i) Installing carpeting in the four small private offices on the west side of the Premises
22 ii) Installing laminate flooring in the safe room and supply room
23 iii) Patching and repainting the nicks in the walls
24 iv) Repaint the kitchen
25 v) Installing laminate in the kitchen
26 vi) Ensuring all lights and light bulbs are in good working order
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28 LESSEE shall pay a lump sum payment totaling \$7,202.36 toward Lessor Improvements upon

1 execution of the LEASE. LESSOR shall be responsible for paying the remaining costs of the Lessor
2 Improvements listed above (any costs in excess of \$7,202.36). In no event shall rent and Lessor
3 Improvement payments paid by LESSEE to LESSOR over the total five-year term of this LEASE exceed
4 \$511,461.60.

5 8. INDEPENDENT CONTRACTOR

6 In performance of the work, duties and obligations assumed by LESSOR under this LEASE, it is
7 mutually understood and agreed that LESSOR, including any and all of the LESSOR's officers, agents, and
8 employees will at all times be acting and performing as an independent contractor, and shall act in an
9 independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate
10 of the LESSEE. Furthermore, LESSEE shall have no right to control or supervise or direct the manner or
11 method by which CONTRACTOR shall perform its work and function. However, LESSEE shall retain the
12 right to administer this LEASE so as to verify that LESSOR is performing its obligations in accordance with
13 the terms and conditions thereof.

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

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

23 9. COMPLIANCE WITH ALL LAWS - As to the Premises, LESSOR acknowledges public funds
24 are used for payments made by LESSEE under this LEASE. Accordingly, if any work is undertaken at the
25 Premises by or on behalf of LESSOR, it may be deemed a "public works" project, and LESSOR shall
26 comply with, and shall ensure compliance by all contractors and subcontractors with, all applicable laws
27 and regulations, including the payment of prevailing wages pursuant to Section 1770 et. seq. of the Labor
28 Code, and as described herein.

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

6 Information pertaining to applicable Prevailing Wage Rates may be found on the website for the
7 State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>.
8 Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for
9 the State of California – Department of Industrial Relations:
10 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

11 It shall be mandatory upon LESSOR, LESSOR'S contractor, and upon any subcontractor to pay
12 not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or
13 mechanics employed for work completed to the Premises under this LEASE, including those workers
14 employed as apprentices. Further, CONTRACTOR and each subcontractor shall comply with Labor Code
15 sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned
16 prevailing wage rates shall be posted by LESSOR at the job site for any work completed to the Premises
17 under this LEASE, where it will be available to any interested party.

18 LESSOR shall comply with Labor Code section 1775, and shall forfeit as a penalty to the County of
19 Fresno Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid less
20 than the prevailing wage rates for the work or craft in which the worker is employed for any work done
21 under this LEASE by LESSOR, LESSOR'S contractor, or by any subcontractor under LESSOR in violation
22 of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage
23 rates and amount paid to each worker for each calendar day or portion thereof for which each worker was
24 paid less than the prevailing wage rate shall be paid to each worker by LESSOR, LESSOR'S contractor, or
25 subcontractor.

26 LESSOR, LESSOR'S contractor, and subcontractor shall keep an accurate record showing the
27 name, address, social security number, work classification, straight time and overtime hours worked each
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1 day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other
2 employee employed by him or her in connection with any work completed to the Premises under this
3 LEASE. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by
4 a written declaration under penalty of perjury stating that the information within the payroll record is true and
5 correct and that LESSOR, LESSOR'S contractor, or subcontractor have complied with the requirements of
6 Labor Code sections 1771, 1811 and 1815 for any work performed by their employees on the Premises
7 under this LEASE. These records shall be open at all reasonable hours to inspection by LESSEE, its
8 officers and agents, and to the representatives of the State of California – Department of Industrial
9 Relations, including but not limited to the Division of Labor Standards Enforcement.

10 10. BREACH OF OBLIGATION

11 In the event LESSOR breaches any of its obligations herein provided, LESSEE shall give written
12 notice to LESSOR within fifteen (15) days of the discovery of such breach. LESSOR shall then have thirty
13 (30) days from the date of notice to cure its breach, provided, however, that if the breach involves an item of
14 maintenance that is of such a nature that it requires more than thirty (30) days to complete, then LESSOR
15 shall have such additional time as is necessary to complete such maintenance, as long as LESSOR
16 commences work on such maintenance within said thirty (30) day period, and diligently prosecutes such
17 maintenance to completion. Subject to the foregoing, if the period for cure expires and if, in LESSEE'S
18 reasonable determination, LESSOR has failed to cure, then LESSEE may, at its election:

19 A. Terminate this LEASE upon thirty (30) days written notice to LESSOR. In such case,
20 LESSEE shall have the right to demand LESSOR refund any monies which were paid to LESSOR
21 pursuant to the LEASE, but which were not earned by LESSOR by consequence of its breach.
22 Upon receipt of such demand, LESSOR shall promptly refund all such monies; or

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

27 11. DESTRUCTION OR DAMAGE FROM CASUALTY

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

4 A. LESSOR's Election to Repair

5 If LESSOR elects to repair the Casualty damage to the Premises, then it shall within thirty
6 (30) days after the date of Casualty provide written notice ("Notice of Repair") to LESSEE
7 indicating the anticipated time required to repair. LESSOR shall bear the cost of all repairs to the
8 Premises, including the cost to repair any alterations or fixtures installed or attached thereto by
9 LESSEE. Such repairs shall restore the Premises to substantially the same condition as that
10 existing at the time of Casualty; such repairs shall also be made in compliance with all applicable
11 state and local building codes, and all laws. LESSOR shall not be liable to LESSEE for
12 compensation for any loss of business, or any inconvenience or annoyance arising from repair of
13 the Premises as a result of the Casualty except for rent reduction as hereinafter provided.

14 LESSEE shall be responsible at its sole cost and expense for the replacement of its personal
15 property.

16 B. LESSOR's Election to Terminate Due to Casualty

17 LESSOR may only elect to terminate the LEASE due to Casualty if: the Premises have
18 been destroyed or substantially destroyed by said Casualty; and the estimated time to repair the
19 Premises exceeds ninety (90) days from the date of the Casualty. LESSOR shall provide
20 LESSEE with written notice of its election to terminate within thirty (30) days after the date of
21 Casualty, specifying a termination date not less than thirty (30) days from the date of said notice.

22 C. Rent Reduction Due to Casualty

23 In the event of Casualty, LESSEE'S obligation to pay the rent shall be reduced beginning
24 on the date of the Casualty. Such reduction shall be proportional to the damage caused to the
25 Premises by the Casualty as mutually determined by LESSEE and LESSOR. If LESSOR elects
26 to repair the Premises pursuant to the terms of this LEASE, then the rent reduction shall
27 continue until the date of substantial completion of repair.

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1 D. LESSEE's Election to Terminate Due to Casualty

2 If LESSEE does not receive a Notice of Repair from LESSOR within thirty (30) days after
3 the date of Casualty, or if the anticipated period of repair contained in the Notice of Repair
4 exceeds ninety (90) days from the date of Casualty, then LESSEE may elect to terminate this
5 LEASE. LESSEE shall provide LESSOR with written notice of its election to terminate this
6 Lease, specifying a termination date not less than thirty (30) days from the date of said notice. In
7 such case, LESSEE shall have the right to demand that LESSOR refund any monies which were
8 paid to LESSOR pursuant to the LEASE but which were not earned by LESSOR by
9 consequence of the Casualty. Upon receipt of such demand, LESSOR shall promptly refund all
10 such monies.

11 12. HOLD HARMLESS

12 LESSOR agrees to indemnify, save, hold harmless, and at LESSEE's request, defend the LESSEE,
13 its officers, agents, and employees from any and all costs and expenses (including attorney's fees and
14 costs), damages, liabilities, claims, and losses occurring or resulting to LESSEE in connection with the
15 performance, or failure to perform, by LESSOR, its officers, agents, or employees under this LEASE, and
16 from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
17 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
18 performance, or failure to perform, of LESSOR, its officers, agents, or employees under this LEASE.

19 The provisions of this Section 12 shall survive the termination of this LEASE.

20 13. INSURANCE

21 Without limiting LESSEE's right to obtain indemnification from LESSOR or any third parties,
22 LESSOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a
23 program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers
24 Agreement (JPA) throughout the term of the LEASE:

25 A. Commercial General Liability

26 Commercial General Liability Insurance with limits of not less than Two Million Dollars
27 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
28 policy shall be issued on a per occurrence basis. LESSEE may require specific coverages including

1 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
2 liability or any other liability insurance deemed necessary because of the nature of this contract.

3 B. Automobile Liability

4 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
5 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
6 used in connection with this LEASE.

7 C. Worker's Compensation

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

10 D. Additional Requirements Relating to Insurance

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

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

23 Within Thirty (30) days from the date LESSOR signs and executes this LEASE, LESSOR shall
24 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
25 required herein, to the County of Fresno, Internal Services Department, 333 W. Pontiac Way, Clovis, CA
26 93612, stating that such insurance coverage have been obtained and are in full force; that the County of
27 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for
28 such worker's compensation insurance the LESSOR has waived its right to recover from the LESSEE, its

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

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

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

15 14. NON-FUNDING TERMINATION

16 This LEASE is contingent on the allocation of funds by a governmental agency. Should funds not be
17 allocated, this LEASE may be terminated without penalty by the Board of Supervisors by giving at least
18 thirty (30) days prior written notice to LESSOR. Should LESSEE terminate this LEASE pursuant to this
19 Section 14, LESSEE shall pay to LESSOR any unpaid rent accrued up to the date of termination, and due
20 to LESSOR, within forty-five (45) days after the LEASE termination date.

21 15. SURRENDER OF POSSESSION

22 Upon the expiration or termination of this LEASE, LESSEE will surrender Premises to LESSOR in
23 such condition as existing at the commencement of this LEASE, less reasonable wear and tear, less the
24 effects of any Casualty as herein defined, and less the effects of any breach of LESSOR'S covenants to
25 maintain or repair the Premises, or cause the Premises to comply with laws, herein. LESSEE will not be
26 responsible for any damage which LESSEE was not obligated hereunder to repair.

27 16. FIXTURES

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

5 17. RIGHT OF ENTRY

6 LESSOR, or its representative(s), upon twenty-four (24) hour notice, shall have the right to enter the
7 Premises at any time during business hours, or at such other time as LESSEE deems appropriate, to make
8 any alterations, repairs or improvements to the Premises. The normal business of LESSEE or its invitees
9 shall not be unnecessarily inconvenienced.

10 18. AMENDMENT

11 This LEASE may be amended in writing by the mutual consent of the parties without in any way
12 affecting the remainder of this LEASE.

13 19. NON-ASSIGNMENT

14 LESSEE shall not assign or transfer its rights or obligations under this LEASE, or sub-lease said
15 Premises or any portion thereof, without the prior written consent of the LESSOR.

16 20. AUDITS AND INSPECTIONS:

17 LESSOR shall at any time during business hours, and as often as the LESSEE may deem
18 necessary, make available to the LESSEE for examination all of its records and data with respect to the
19 matters covered by this LEASE. The LESSOR shall, upon request by the LESSEE, permit the LESSEE to
20 audit and inspect all of such records and data necessary to ensure LESSOR's compliance with the terms of
21 this LEASE.

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

25 21. NOTICES:

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

1 LESSEE

2 COUNTY OF FRESNO
3 Director of Internal Services/Chief
4 Information Officer
5 333 W. Pontiac Way
6 Clovis, CA 93612

1 LESSOR

2 Fresno-Air Ltd
3 C/O Managing Member of High Sierra
4 Development, LLC
5 8050 N. Palm Ave, Suite 300
6 Fresno, CA 93711

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

22 22. GOVERNING LAW:

23 Venue for any action arising out of or related to this LEASE shall only be in Fresno County,
24 California.

25 The rights and obligations of the parties and all interpretation and performance of this LEASE shall
26 be governed in all respects by the laws of the State of California.

27 23. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

1 Members of the LESSOR's Board of Directors shall disclose any self-dealing transactions that
2 they are a party to while LESSOR is providing goods or performing services under this LEASE. A self-
3 dealing transaction shall mean a transaction to which the LESSOR is a party and in which one or more
4 of its directors has a material financial interest. Members of the Board of Directors shall disclose any
5 self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction
6 Disclosure Form, attached hereto as Exhibit A and incorporated herein by reference, and submitting it to
7 the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

8 24. ELECTRONIC SIGNATURE: The parties agree that this LEASE may be executed by electronic
9 signature as provided in this section. An "electronic signature" means any symbol or process intended by
10 an individual signing this LEASE to represent their signature, including but not limited to (1) a digital
11 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and
12 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or
13 attached to this LEASE (1) is deemed equivalent to a valid original handwritten signature of the person
14 signing this LEASE for all purposes, including but not limited to evidentiary proof in any administrative or
15 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that
16 person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b),
17 in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section
18 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the
19 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees
20 that each other party may rely upon that representation. This LEASE is not conditioned upon the parties
21 conducting the transactions under it by electronic means and either party may sign this LEASE with an
22 original handwritten signature.

23 25. ENTIRE AGREEMENT:

24 This LEASE constitutes the entire agreement between the LESSOR and LESSEE with respect to
25 the subject matter hereof, and supersedes all previous LEASE negotiations, proposals, commitments,
26 writings, advertisements, publications, and understanding of any nature whatsoever unless expressly
27 included in this LEASE.

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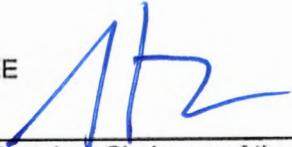
IN WITNESS WHEREOF, the parties hereto have executed this LEASE as of the day and year first hereinabove written.

LESSOR

LESSEE



Russell G. Smith / Jul 27, 2021 14:53 MST



Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

(Authorized Signature)

Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

Russell G. Smith, Managing Member of High Sierra Development, LLC, General Partner

Print Name & Title

8050 N. Palm Ave, Suite 300
Fresno, CA 93711

Mailing Address

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

By: 

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 31113000; 31113312

Account: 7340

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Exhibit A

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).

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(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:	

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Exhibit B

(On file with each of the Parties)