

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, on behalf of County Service Area No. 31, Shaver Lake ("COUNTY"), and the SHAVER LAKE CIVIC LEAGUE, a California non-profit corporation, whose address is P.O. Box 96, Shaver Lake, California 93664 ("CONTRACTOR", together with COUNTY, "Parties").

WITNESSETH:

WHEREAS, the COUNTY formed County Service Area No. 31 ("CSA 31") to ensure the provision of structural fire protection and recreation facilities; and

WHEREAS, the operation and maintenance of those services and facilities requires personnel on an irregular or part-time basis; and

WHEREAS, it is advantageous to the COUNTY and the users of those services and facilities that the operation and maintenance of those services and facilities be performed by the CONTRACTOR at actual costs; and

WHEREAS, the CONTRACTOR has the capability to provide the required operation and maintenance of those services and facilities.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. The CONTRACTOR shall provide the following services (individually, "Service" or collectively, "Services"):

i. Emergency fire rescue services including, but not limited to, emergency medical response, motor vehicle accident response, and structural and wildland fire response in and around CSA 31.

ii. Provision and maintenance of recreational facilities, which include the Community Center Building, Public Restrooms, Ball Park/Field, Picnic Area, and Playground, to serve CSA 31.

iii. Building and grounds maintenance and management.

1 iv. Provision of dispatch services, personnel training, materials, equipment,
2 day-to-day supplies, tools and vehicles in connection with the provision of structural fire protection, first
3 responder medical services, and recreational facility services.

4 v. Bookkeeping services, including, but not limited to, billing and fee
5 collection for the rental of the Community Center

6 vi. Payment of electrical power for lighting to utility purveyors.

7 B. All monies received from the rental of the Community Center shall be deposited
8 with the County Auditor-Controller/Treasurer-Tax Collector at the end of each Fiscal Year, through the
9 Financial Services Office of the County Department of Public Works and Planning.

10 C. The CONTRACTOR shall include in each written request for reimbursement
11 copies of payment receipts for costs incurred by the CONTRACTOR for the Services. Reimbursement of
12 costs may include the following:

13 i. Building and grounds maintenance and management.

14 ii. Dispatch services, personnel training, materials, equipment, day-to-day
15 supplies, tools and vehicles in connection with the provision of structural
16 fire protection, first responder medical services, and recreational facility
17 services.

18 iii. Bookkeeping services including billing and fee collection for the rental of
19 the Community Center

20 iv. Payment of electrical power for lighting to utility purveyors.

21 v. Insurance for the Shaver Lake Volunteer Fire Department and
22 CONTRACTOR.

23 D. CONTRACTOR shall supervise its volunteers while they are performing Services
24 or undertaking any actions related to this Agreement or in connection with the performance of
25 CONTRACTOR's obligations hereunder.

26 2. OBLIGATIONS OF THE COUNTY

27 A. The COUNTY shall compensate the CONTRACTOR at cost pursuant to Section 5
28 hereof.

1 B. The COUNTY may, at its sole discretion, increase the CONTRACTOR's
2 maximum base cost reimbursement up to ten percent (10%) for a given fiscal year if actual costs to
3 provide the Services exceed the annual base reimbursement amount and if the COUNTY determines,
4 after reviewing revised revenue, expenditure, and cash balance reports, that there will be additional
5 funds available in a fiscal year budget after paying for all COUNTY costs and maintaining adequate
6 cash reserves.

7 i. Exhibit A to this Agreement provides a five-year projection of revenues,
8 expenditures, and reserves for FY 2021-2022 through FY 2025-26. The COUNTY does not guarantee
9 that the stated amounts will be available to the CONTRACTOR; the COUNTY may reduce the stated
10 amount in any one or more of those fiscal years, for example due to unforeseen revenue or expenditure
11 events.

12 C. The COUNTY Director of the Department of Public Works and Planning or his or
13 her designee is the "County Representative," and will represent the COUNTY and work with the
14 CONTRACTOR in the administration of this Agreement.

15 3. TERM

16 The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2021
17 through and including June 30, 2024. This Agreement may be extended for two (2) additional consecutive
18 twelve (12) month periods upon written approval of both Parties no later than thirty (30) days prior to the
19 first day of the next twelve (12) month extension period. The COUNTY Director of Public Works and
20 Planning or his or her designee is authorized to execute such written approval on behalf of COUNTY based
21 on CONTRACTOR'S satisfactory performance of its obligations hereunder.

22 4. TERMINATION

23 A. Non-Allocation of Funds - The terms of this Agreement, and the Services to be
24 provided under it, are contingent on the approval of funds by the appropriating government agency. If
25 sufficient funds are not allocated, the COUNTY may modify the Services provided, or terminate this
26 Agreement, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

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

- 1 i. An illegal or improper use of funds;
- 2 ii. A failure to comply with any term of this Agreement;
- 3 iii. A substantially incorrect or incomplete report submitted to the COUNTY;
- 4 iv. An improperly performed Service.

5 In no event shall any action by the COUNTY constitute a waiver by the COUNTY of any breach
6 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall
7 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
8 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
9 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of
10 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
11 shall promptly refund any such funds upon demand.

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

15 5. COMPENSATION

16 A. If the COUNTY, at its sole discretion, increases the CONTRACTOR's maximum base
17 cost reimbursement for a given fiscal year pursuant to Section 2. B., the COUNTY agrees to pay
18 CONTRACTOR and CONTRACTOR agrees to receive compensation for the Services pursuant to
19 Section 5. C. hereof. If the COUNTY does not increase the CONTRACTOR's maximum base cost
20 reimbursement for a given fiscal year pursuant to Section 2. B., the COUNTY agrees to pay
21 CONTRACTOR and CONTRACTOR agrees to receive compensation for the Services pursuant to
22 Section 5. B. hereof.

23 B. Base Amount - COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
24 receive as maximum annual compensation the following amounts pursuant to Section 6 hereof:

- 25 i. \$249,221 for fiscal year 21-22.
- 26 ii. \$251,713 for fiscal year 22-23.
- 27 iii. \$256,747 for fiscal year 23-24.
- 28 iv. \$264,450 for fiscal year 24-25.

1 v. \$275,028 for fiscal year 25-26.

2 C. Base Amount Plus Ten Percent (10%) - COUNTY agrees to pay CONTRACTOR and
3 CONTRACTOR agrees to receive as maximum annual compensation the following amounts pursuant to
4 Section 6 hereof:

5 i. \$274,143 for fiscal year 21-22.

6 ii. \$276,885 for fiscal year 22-23.

7 iii. \$282,422 for fiscal year 23-24.

8 iv. \$290,895 for fiscal year 24-25.

9 v. \$302,531 for fiscal year 25-26.

10 D. Maximum Cumulative Compensation - Notwithstanding any other provision in this
11 Agreement, the total compensation for the Services shall not exceed a maximum cumulative total of
12 \$833,450 for the three-year term of the Agreement. If this Agreement is extended for the maximum two
13 (2) additional one-year renewal periods as provided in Section 3 above, then the maximum cumulative
14 amount of compensation for Services under this Agreement shall not exceed \$1,426,876 during the
15 entirety of the extended five-year term of this Agreement. If this Agreement is only extended for one (1)
16 additional renewal period, then the maximum cumulative amount of compensation for Services under
17 this Agreement shall not exceed \$1,124,345 during the entirety of the extended four-year term of this
18 Agreement.

19 It is understood that all expenses incidental to the CONTRACTOR'S performance of the Services
20 under this Agreement shall be borne by the CONTRACTOR.

21 6. INVOICING

22 A. Payments will be made by the COUNTY upon receipt and approval of the
23 CONTRACTOR's invoices. The CONTRACTOR shall submit to the County of Fresno Department of Public
24 Works and Planning an invoice as outlined in Section 1.B. CONTRACTOR shall send all invoices by United
25 States Mail to:

26 Fresno County Department of Public Works and Planning
27 Resources Division
28 2220 Tulare Street, Sixth Floor
Fresno, CA 93721

B. Upon receipt of an approved invoice, in the COUNTY's sole determination, the

1 County Department of Public Works and Planning may take a maximum of five County business days to
2 review, approve, and submit it to the COUNTY Auditor-Controller/Treasurer-Tax Collector for payment.
3 Unsatisfactory or inaccurate invoices will be returned to the CONTRACTOR for correction and resubmittal.
4 Payment will be issued to CONTRACTOR within 45 calendar days of the date the Auditor-
5 Controller/Treasurer-Tax Collector receives the approved invoice.

6 7. INDEPENDENT CONTRACTOR

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

15 The CONTRACTOR and the COUNTY shall comply with all applicable provisions of law and the
16 rules and regulations, if any, of governmental authorities having jurisdiction over the subject matters
17 thereof.

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

26 8. MODIFICATION

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

1 9. NON-ASSIGNMENT

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

4 10. HOLD HARMLESS

5 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend
6 the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
7 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
8 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents,
9 volunteers, or employees under this Agreement, and from any and all costs and expenses (including
10 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,
11 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
12 CONTRACTOR, its officers, agents, volunteers, or employees under this Agreement.

13 The provisions of this Section 10 shall survive termination of this Agreement.

14 11. INSURANCE

15 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
16 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
17 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
18 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement. The Certificates
19 of Insurance shall be provided by CONTRACTOR to the COUNTY's Risk Management Division.

20 A. Commercial General Liability

21 Commercial General Liability Insurance with limits of not less than Two Million Dollars
22 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
23 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
24 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
25 liability or any other liability insurance deemed necessary because of the nature of this Agreement.

26 B. Automobile Liability

1 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
2 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any
3 automobile used in connection with this Agreement.

4 C. Professional Liability

5 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
6 providing the Services, Professional Liability Insurance with limits of not less than One Million Dollars
7 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

8 D. Worker's Compensation

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

10 Additional Requirements Relating to Insurance

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

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

24 Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
25 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
26 foregoing policies, as required herein, to the County of Fresno, (Resources Division, Special Districts
27 Administration, 2220 Tulare Street, Sixth Floor, Fresno, CA, 93721), stating that such insurance
28 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and

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

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

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

17 12. AUDITS AND INSPECTIONS

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

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

26 13. NOTICES

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

1 COUNTY

CONTRACTOR

2 COUNTY OF FRESNO
3 Special Districts Administrator
4 Department of Public Works and Planning
5 2220 Tulare Street, 6th Floor
6 Fresno, CA 93721
7 (559) 600-4259
8 (559) 600-4552 (FAX)

Steve McQuillan, President
Shaver Lake Civic League
Post Office Box 96
Shaver Lake, CA 93664
(559) 841-3211 (PHONE/FAX)

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

24 14. GOVERNING LAW

25 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
26 California.

27 The rights and obligations of the Parties and all interpretation and performance of this Agreement
28 shall be governed in all respects by the laws of the State of California.

1 15. PARTIES BOUND BY AGREEMENT

2 This Agreement is binding upon the COUNTY, the CONTRACTOR, and their respective
3 successors in interest, legal representatives, executors, administrators, and assigns with respect to all
4 covenants as set forth in this Agreement.

5 16. COMPLIANCE WITH LAWS

6 CONTRACTOR shall comply will applicable federal, state, and local laws, ordinances,
7 regulations, and provisions of the Fresno County Charter in effect during the term of this Agreement.

8 17. AUTHORIZED SIGNATURE

9 The CONTRACTOR represents and warrants to the COUNTY that:

10 A. The CONTRACTOR is duly authorized and empowered to sign and perform its
11 obligations under this Agreement.

12 B. The individual signing this Agreement on behalf of the CONTRACTOR is duly authorized
13 to do so and his or her signature on this Agreement legally binds the CONTRACTOR to the terms of this
14 Agreement

15 18. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

1 19. ELECTRONIC SIGNATURE

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

17 20. ENTIRE AGREEMENT

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

22 //

23 //

24 //

25 //


26 //

27 //

28 //


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

3
4 **SHAVER LAKE CIVIC LEAGUE**

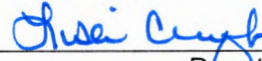
5 
6 _____
(Authorized Signature)

7 Steve McQuillan, President
8 Shaver Lake Civic League
9 Post Office Box 96
Shaver Lake, CA 93664

10 **COUNTY OF FRESNO**

11 
12 _____
13 Steve Brandau, Chairman of the Board of
14 Supervisors of the County of Fresno

15
16
17
18
19
20
21
22
23
24
25
26
27
28
ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
_____ Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0200

Subclass: 12000

ORG: 9171

Account: 7220

EXHIBIT A

County Service Area 31 Forecasted Financials at Base Reimbursement

Fiscal Year	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Civic League Base Reimbursement	\$249,221	\$249,221	\$251,713	\$256,747	\$264,450	\$275,028
Admin Expenses	\$26,000	\$28,600	\$29,458	\$30,342	\$31,252	\$32,190
Total Expenses	\$275,221	\$277,821	\$281,171	\$287,089	\$295,702	\$307,217
Revenue	\$294,256	\$290,838	\$290,838	\$290,838	\$290,838	\$290,838
End of Year Balance	\$1,472,290	\$1,485,307	\$1,494,974	\$1,498,723	\$1,493,859	\$1,477,479

County Service Area 31 Forecasted Financials at Maximum Reimbursement (Base plus 10%)

Fiscal Year	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Civic League Max Reimbursement	\$249,221	\$274,143	\$276,885	\$282,422	\$290,895	\$302,531
Admin Expenses	\$26,000	\$28,600	\$29,458	\$30,342	\$31,252	\$32,190
Total Expenses	\$275,221	\$302,743	\$306,343	\$312,764	\$322,147	\$334,720
Revenue	\$294,256	\$290,838	\$290,838	\$290,838	\$290,838	\$290,838
End of Year Balance	\$1,472,290	\$1,460,385	\$1,444,880	\$1,422,954	\$1,391,646	\$1,347,763

1 Exhibit B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

10 The definition above will be utilized for purposes of completing this disclosure form.
11

12 INSTRUCTIONS

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

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

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


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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(1) Company Board Member Information:			
Name:	Steve McQuillan	Date:	5/19/2021
Job Title:	PRESIDENT		
(2) Company/Agency Name and Address:			
SHAVER CIVIC LEAGUE			
(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:	5/19/2021