AGREEMENT FOR CONTRACTOR'S SERVICES

THIS AGREEMENT is made and entered into this day of,
between the County of Fresno, a political subdivision of the State of California
(hereinafter called "COUNTY"), and,
located at(hereinafter called "CONTRACTOR"
WITNESSETH:
WHEREAS, the COUNTY is required by state and federal regulations to collect
and analyze water, leachate and soil pore gas samples at disposal sites, and;
WHEREAS the COUNTY requires specialized laboratory services in order to
comply with the above regulations, and;
WHEREAS, the CONTRACTOR is qualified and willing to provide the COUNTY
the professional services needed for this project;
NOW, THEREFORE, the parties hereto have and by these presents do agree a
follows:
I. <u>CONTRACTING OF CONTRACTOR</u> :
A. The COUNTY hereby contracts with the CONTRACTOR as an
independent contractor to provide all the CONTRACTOR services required for the
project. Said services are described under Article III herein.
B. The CONTRACTOR shall retain such other subcontractors as
CONTRACTOR requires to assist in completing the work. Should CONTRACTOR
retain such persons, compensation to be paid to CONTRACTOR under Article V below
shall not be increased.
C. The CONTRACTOR's services shall be performed as expeditiously as is
consistent with professional skill and the orderly progress of the work.
D. The contact person for the CONTRACTOR shall be:

II. <u>DESCRIPTION OF THE WORK COVERED BY THIS AGREEMENT:</u>

A. The work covered by the Agreement is to perform analytical testing of water samples as further described below in Article III.

III. <u>CONTRACTOR'S SERVICES</u>:

The CONTRACTOR agre	es to provide professional serv	vices for Fresno County		
disposal sites as provided for in the CONTRACTOR'S Response to the COUNTY'S				
Request for Quotation	submitted on	incorporated		
herein as Exhibit "A" and generally described below:				

To provide all labor, material, equipment, taxes, transportation, shipping, etc., to perform analytical testing of samples and issue test results in the form of written and electronic reports of analyses.

IV. COUNTY'S OBLIGATIONS:

The COUNTY will:

- A. Compensate the CONTRACTOR as provided in this Agreement.
- B. Provide a "COUNTY Representative" who will represent the COUNTY and who will work with the CONTRACTOR in carrying out the provisions of this Agreement. The COUNTY Representative will be the COUNTY Director of the Department of Public Works and Planning or his/her designee. The CONTRACTOR shall communicate and coordinate with the COUNTY Representative who will provide the following services:
 - Examine documents submitted to the COUNTY by the CONTRACTOR and timely render decisions pertaining thereto.
 - Provide communication between the CONTRACTOR and COUNTY officials and commissions (including user Department).
- C. Give reasonably prompt consideration to all matters submitted by the CONTRACTOR for approval to the end that there will be no substantial delays in the CONTRACTOR's program of work. An approval, authorization or request to the CONTRACTOR given by the COUNTY will only be binding upon the COUNTY under

the terms of this Agreement if in writing and signed on behalf of the COUNTY by the COUNTY Representative or a designee.

V. <u>COMPENSATION</u>:

Α	١.	To	otal	F	ee:

	Notwith	standing any other	provision in this Agreeme	nt, the Total Fee for
the services	required	I under Article III sh	all be limited to a maximur	m of \$annually
comprised o	f a Basic	Fee of \$	annually and an Extra Se	ervices Allocation of
\$	annually.	. Thus, if the Agreer	ment is automatically rene	wed as provided for in
Section XX.E	3., then t	he maximum cumu	lative amount of the Total	Fee, Basic Fee and
Extra Service	e allocat	ions shall be increa	sed accordingly, without th	ne need for any
amendment	of this A	greement.		
B.	Basic F	ee:		
	1.	The Basic Fee for th	ne Basic Services required	under Article III,
shall be invo	iced at t	he rates shown in th	ne CONTRACTOR's respo	onse dated
	_, previo	ously incorporated h	erein, and shall be limited	to a maximum of
\$	annuall	y. Within the Total	Fee limitation described in	V.A., the Basic Fee
shall be divid	ded as fo	ollows:		
Site/E	<u>Budget</u>		<u>Maxi</u>	mum Annual Cost
			<u>Ge</u>	eneral Schedule
American Av	enue Di	sposal Site/9026		\$
Coalinga Dis	sposal Si	ite/9028		\$
Southeast R	egional l	Disposal Site/9020		\$
Del Rey Disp	oosal Sit	e/4360/0400		\$
Riverdale Di	sposal S	ite/4360/0400		\$
Meadow Lak	ces Dispo	osal Site/4360/0400)	\$
Total Basic F	-ee			\$

Site/Budget Maximum Cost

5-Year Constituent of Concern Schedule American Avenue Disposal Site/9026 \$____ Coalinga Disposal Site/9028 Southeast Regional Disposal Site/9020 Del Rey Disposal Site/4360/0400 Riverdale Disposal Site/4360/0400 Meadow Lakes Disposal Site/4360/0400 Total Basic Fee 2. The rates listed herein are to remain in effect for the duration of this Agreement, and the total Basic Fee may not be increased except upon written Amendment to this Agreement. C. Extra Services: A maximum allocation of \$_____ annually to pay for authorized 1. Extra Services is provided herein by this Agreement. Payment of Extra Services in excess of \$_____ annually is prohibited except upon written Amendment to this Agreement. The maximum amount of Extra Services shall be divided as follows: Maximum Annual Cost Site/Budget American Avenue Disposal Site/9026 \$____ Coalinga Disposal Site/9028 Southeast Regional Disposal Site/9020 \$____ Mendota Disposal Site/4360/0400 Del Rey Disposal Site/4360/0400 Riverdale Disposal Site/4360/0400 Meadow Lakes Disposal Site/4360/0400

Total Extra Services Fee

- 2. The CONTRACTOR shall not undertake any Extra Services without advance written authorization of the COUNTY representative. The CONTRACTOR and COUNTY shall expressly confirm in writing the authorization and maximum cost for any such services before the CONTRACTOR is compensated for any work thereon.
- 3. Payment for Extra Services will be at the cost rates identified in Exhibit "A".
- 4. The following are CONTRACTOR services which are considered as not included in Article III herein, but may be required and thus considered Extra Services.
- a. Providing unforeseen, extraordinary, or unique services or items not covered or normally included in the Basic Fee, but which are authorized by the COUNTY Representative.
- 5. In the event COUNTY expressly authorizes Extra Services, CONTRACTOR shall keep complete records showing the hours and description of activities worked by each person assigned to the project and all costs and charges attributable to the Extra Services work so authorized. Should there be a claim for Extra Services, the CONTRACTOR agrees that he shall identify the activity, the performer of the activity, the reason for the activity, and the COUNTY official requesting the activity or the claim will be denied. CONTRACTOR shall be responsible for all subcontractors keeping similar records. The CONTRACTOR shall not stop the work, including the work in other areas unrelated to the Extra Services request or claim, unless it can be shown, to the satisfaction of the COUNTY Representative, that the project work cannot proceed while a claim or request for Extra Services is being evaluated.

D. Payments:

1. Progress payments will be made by the COUNTY upon receipt and

approval of the CONTRACTOR's invoices. Invoices shall clearly identify the site and task to which the work pertains and shall be submitted with the documentation identified in Article V.D.4.

Invoices for Disposal Sites shall be submitted to:

Fresno County Department of Public Works and Planning Resources Division Attention: Account Clerk – Solid Waste 2220 Tulare Street, Sixth Floor Fresno, CA 93721-2106

- 2. Upon receipt of a proper invoice, the COUNTY Department of Public Works and Planning will take a maximum of ten (10) working days to review, approve, and submit it to the COUNTY Auditor-Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices may be returned to the CONTRACTOR for correction and resubmittal. Payment will be issued to CONTRACTOR within forty (40) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the approved invoice.
- An unresolved dispute over a possible error or omission may cause payment of CONTRACTOR fees in the disputed amount to be withheld by the COUNTY.
- 4. Concurrently with the invoices, the CONTRACTOR shall provide its certification acceptable to the COUNTY, and shall provide, on COUNTY request, copies of issued checks, receipts, or other COUNTY pre-approved documentation, that complete payment has been made to all subcontractors as provided herein for all previous invoices paid by the County of Fresno.
- 5. Final invoice shall be submitted to COUNTY no later than thirty (30) days after this Agreement is completed or renewed.
- 6. In the event the COUNTY reduces the scope of the project, the CONTRACTOR will be compensated on a pro rata basis for actual work completed and

accepted by the COUNTY in accordance with the terms of this Agreement

VI. COMPENSATION RECORDS:

The CONTRACTOR shall keep complete records showing the hours and description of activities performed by each person who works on the project and all associated costs or charges applicable to work covered by the Basic Fee and approved Extra Services. The CONTRACTOR will be responsible for all sub-contractors keeping similar records. The CONTRACTOR shall maintain all such records for a period of three (3) years following final payment under this Agreement, consistent with the provisions of VII.B.

VII. AUDITS, ACCOUNTING AND INSPECTIONS ACCESS:

- A. The CONTRACTOR shall at any time during regular business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY Auditor-Controller/Treasurer-Tax Collector, or their authorized representatives for examination all of its records and data with respect to matters covered by this Agreement. The CONTRACTOR shall permit the COUNTY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.
- B. The CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under this Agreement (Government Code Section 8456.7).

VIII. <u>ERRORS OR OMISSION CLAIMS AND DISPUTES:</u>

A. Definition:

- A "CONTRACTOR" is a duly licensed Contractor, or other provider of professional services, acting as a business entity (owner, partnership, corporation, joint venture or other business association) in accordance with the terms of an Agreement with the COUNTY.
 - 2. A "Claim" is a demand or assertion by one of the parties seeking,

as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time, change orders, or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between the COUNTY and CONTRACTOR arising out of or relating to the contract. Claims must be made by written notice. The provisions of Government Code section 901, et seq., shall apply to every claim made to COUNTY. The responsibility to substantiate claims shall rest with the party making the claim. The term "Claim" also incudes any allegation of an error or omission by the CONTRACTOR.

- B. In the spirit of cooperation between the COUNTY and CONTRACTOR, the following procedures are established in the event of any claim or dispute alleging an error, omission, or negligent act of the CONTRACTOR.
- Claims, disputes or other matters in question between the parties, arising out of or relating to this Agreement, shall not be subject to arbitration, but shall be subject to the following procedures.
- 2. The COUNTY Representative and CONTRACTOR shall meet and confer and attempt to reach agreement on any dispute, including what damages have occurred, the measure of damages and what proportion of damages, if any, shall be paid by either party. The parties agree to consult and consider the use of mediation or other form of dispute resolution prior to resorting to litigation.
- 3. If the COUNTY and CONTRACTOR cannot reach agreement under Section VIII.B.2., the disputed issues may, upon concurrence by all parties, be submitted to a panel of three (3) for a recommended resolution. The CONTRACTOR and the COUNTY shall each select one (1) member of the panel, and the third member shall be selected by the other two panel members. The discovery rights provided by California Code of Civil Procedure for civil proceedings shall be available and enforceable to resolve the disputed issues. Either party requesting this dispute resolution process shall, when invoking the rights to this panel, give to the other party a

notice describing the claims, disputes and other matters in question. Prior to 20 days before the initial meeting of the panel, both parties shall submit all documents such party intends to rely upon to resolve such dispute. If it is determined by the panel that any party has relied on such documentation, but has failed to previously submit such documentation on a timely basis to the other party, the other party shall be entitled to a 20-day continuance of such initial meeting of the panel. The decision by the panel is not a condition precedent to arbitration, mediation or litigation.

- 4. Upon receipt of the panel's recommended resolution of the dispute issues, the COUNTY and the CONTRACTOR shall again meet and confer and attempt to reach agreement. If the parties still are unable to reach agreement, each party shall have recourse to all appropriate legal and equitable remedies.
- C. The procedures to be followed in the resolution of claims and disputes may be modified at any time by mutual agreement of the parties hereto.
- D. The CONTRACTOR shall continue to perform its obligations under this Agreement pending resolution of any dispute, and the COUNTY shall continue to make payments of all undisputed amounts due under this Agreement.
- E. When a claim by either party has been made alleging the CONTRACTOR's error, omission or negligent act, the COUNTY representative and the CONTRACTOR shall meet and confer within twenty-one (21) days after the written notice of the claim has been provided.

IX. <u>JOINDER OF PARTIES</u>:

The CONTRACTOR, subcontractors of any tier, suppliers and construction lenders shall all be bound by the dispute resolution provisions of this Agreement, and immediately upon demand of COUNTY or CONTRACTOR, shall participate in and shall become parties to the dispute resolution process, provided they have signed any document that incorporates or refers to the dispute resolution provisions of this Agreement. Failure, whether intended or inadvertent, of CONTRACTOR to ensure that

such nonparties have signed such a document shall inure only to CONTRACTOR's detriment, if any there be. COUNTY shall not suffer a detriment by CONTRACTOR's action or inaction in this regard. If such a party after due notice fails to appear at and participate in the dispute resolution proceedings, the panel established in accordance with the provision of Article VIII.B.3 shall make a decision based on evidence introduced by the party or parties who do participate.

X. <u>CONTRACTOR'S OBLIGATION RELATING TO REGULATORY</u> REQUIREMENTS

The CONTRACTOR shall analyze and adhere to requirements of all relevant regulatory codes, including, but not limited to, all applicable provisions of Titles 14, 22, 23, and 27 of the California Code of Regulations; and all applicable site specific Waste Discharge Requirements, Monitoring and Reporting Programs, and Standard Provisions and Reporting Requirements; including any subsequent updates or modifications thereto, for each Solid Waste Disposal site specified in Article V.B.I.

XI. INDEPENDENT CONTRACTOR:

A. In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the

subject thereof.

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

XII. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon the COUNTY, the CONTRACTOR, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants set forth herein.

XIII. REQUIRED APPROVALS:

It is understood that the CONTRACTOR shall not assign, sublet, subcontract, or transfer CONTRACTOR's rights or obligations in this Agreement without the prior express, written consent of the COUNTY. Such approval shall only be given by the COUNTY Board of Supervisors.

XIV. COMPLIANCE WITH LAWS:

A. CONTRACTOR shall comply with all applicable federal, state, and local laws, ordinances, regulations, and provisions of the Fresno County Charter in effect at the time of CONTRACTOR'S performance of the professional services provided for herein.

XV. **GOVERNING LAW**:

- A. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated either in a state court for Fresno County, California, or in the U.S. District Court for the Eastern District of California, located in Fresno County.
- B. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

XVI. CHANGES OR AMENDMENTS:

Any changes to this Agreement requested either by the COUNTY or CONTRACTOR may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended, nor shall any rights of a party hereto waived, except by such in writing. Any increase in the Total Fee, Basic Fee, or Extra Service limits set forth in Article V must be authorized by formal Amendment of this Agreement.

XVII. CONTRACTOR'S LEGAL AUTHORITY:

Each individual executing this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (I) that he or she is duly authorized to execute and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and bylaws; (II) that this Agreement is binding upon such corporation; and (III) that CONTRACTOR is a duly organized and legally existing corporation in good standing in the State of California.

XVIII. HOLD HARMLESS:

A. CONTRACTOR shall hold harmless and indemnify COUNTY, its officers, agents, and employees, against the payment of any and all costs and expenses (including reasonable attorney fees and court costs), damages, claims, suits, losses,

and liability for bodily and personal injury to or death of any person or for loss of any property resulting from or arising out of any negligent acts, errors or omissions or wrongful misconduct of CONTRACTOR, its officers, agents, and employees, in performing or failing to perform any work, services, or functions under this Agreement.

B. COUNTY and CONTRACTOR hereby declare their mutual intent to cooperate in the defense of any claim, suit, or other action alleging liability, arising from the negligent performance or failure to perform of any COUNTY contractor or subcontractor in the PROJECT. Such cooperation may include an agreement to prepare and present a cooperative defense after consultation with CONTRACTOR's professional liability insurance carrier.

XIX. LIABILITY INSURANCE:

- A. Prior to commencing the duties under this Agreement with the COUNTY, the CONTRACTOR shall furnish the COUNTY, at no additional cost to the COUNTY, certificates for the following insurance policies which shall be kept in force during the term of the Agreement or until the Agreement is terminated or it expires, or such additional time as may be expressly provided herein, with respect to one or more specified insurance policies:
- 1. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. County may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- 2. <u>Comprehensive Automobile Liability Insurance</u> with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined

single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

- 3. <u>Professional Liability Insurance</u>. 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 limited of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- 4. Worker's Compensation insurance policy as may be required by the California Labor Code.
- B. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under the CONTRACTOR policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.
- C. Within thirty (30) days from the date CONTRACTOR signs this

 Agreement, CONTRACTOR shall provide certificates of insurance and endorsements
 as stated above for all of the foregoing policies, as required herein, to the County of
 Fresno, Department of Public Works and Planning Resources Division, 2220 Tulare
 Street, 6th Floor, Fresno, CA 93721, Attention: Solid Waste, stating that such insurance
 coverage's have been obtained and are in full force; that the County of Fresno, its
 officers, agents and employees will not be responsible for any premiums on the policies;
 that such Commercial General Liability insurance name the County of Fresno, its
 officers, agents and employees, individually and collectively, as additional insured, but

only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

- D. All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better. CONTRACTOR shall give COUNTY at least thirty (30) days written advance notice of any expiration, cancellation or reduction in the coverage of any of the aforesaid policies.
- E. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

XX. TIME OF COMPLETION:

- A. CONTRACTOR shall diligently proceed with the agreed scope of services and shall provide such services in a timely manner. Failure of the CONTRACTOR to provide such services, unless the delay is attributable to the COUNTY or State, is sufficient cause to terminate immediately this Agreement, at the option of the COUNTY, in accordance with Article XXI.
- B. This Agreement shall become effective on the date of execution, and shall remain in effect for a term of one (1) year. This Agreement shall automatically renew on its anniversary date for a maximum of two (2) additional one (1) year terms, unless the COUNTY gives written notice to CONTRACTOR, at least thirty (30) days prior to the expiration of the then-current one (1) year term, of COUNTY's intent not to renew this Agreement.

XXI. <u>TERMINATION OF AGREEMENT</u>:

- A. This Agreement may be terminated without cause at any time by the COUNTY upon thirty (30) calendar days written notice. If the COUNTY terminates this Agreement, the CONTRACTOR shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Article V, together with such additional services satisfactorily performed after termination which are expressly authorized by the COUNTY Representative to conclude the work performed to date of termination.
- B. The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:
 - 1. An illegal or improper use of funds;
 - 2. A failure to comply with any term of this Agreement;
- A substantially incorrect or incomplete report submitted to the
 COUNTY;
 - 4. Improperly performed service.
- C. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which, in the judgment of the COUNTY and as determined in accordance with the procedures of Article VIII, "Errors or Omissions Claims and Disputes", were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.
- D. The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency.

Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving the CONTRACTOR thirty (30) days advance written notice.

XXII. <u>ENTIRE AGREEMENT</u>:

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

XXIII. <u>SEVERABILITY:</u>

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are hereby declared to be severable.

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

ATTEST:	
SHERRIE EVANS, Clerk Board of Supervisors	COUNTY OF FRESNO
Ву	By Chairman, Board of Supervisors
APPROVED AS TO LEGAL FORM: COUNTY COUNSEL	CONTRACTOR:
By APPROVED AS TO ACCOUNTING FORM: VICKI CROW, C.P.A., AUDITOR-CONTROLLER/ TREASURER-TAX COLLECTOR	By Print Name: Title:
Ву	
REVIEWED AND RECOMMENDED FOR APPROVAL:	Mailing Address: Phone No.: Contact:
By Alan Weaver, Director	

Fund/Subclass/Org/Account: 0700/15000/9026/7295 0700/15000/9028/7295 0700/15000/9020/7295 0700/15000/9015/7295

Department of Public Works and Planning