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AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of December, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Moore Twining Associates, Inc., a California Corporation, whose address is 2527 Fresno Street, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY is required by Federal, state and local regulations to collect and analyze water samples for the domestic water and wastewater treatment facilities it operates for special districts and other COUNTY facilities, including the Juvenile Justice Campus; and

WHEREAS, the COUNTY issued Request for Quotation (RFQ) No. RFQ 22-013; and

WHEREAS, the CONTRACTOR submitted the lowest overall responsible bid for the analytical testing services requested in the RFQ; and

WHEREAS, the CONTRACTOR is qualified to perform and deliver the analytical testing services requested in the RFQ.

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

1. **OBLIGATIONS OF THE CONTRACTOR**

The CONTRACTOR is qualified to perform and deliver, and shall provide the following services hereunder:

A. Provide sample containers with stabilizer reagents, as appropriate, and container labels, cooler boxes, cold packs (blue ice) to COUNTY as needed, at no additional charge.

B. Maintain a laboratory or secure drop-off facility within the Fresno / Clovis metropolitan area, to which samples may be delivered.

C. Receive and process for analytical testing water and wastewater samples, appropriately documented by Chain of Custody / Analysis Request Form. The paragraph at the bottom of the page of the Chain of Custody / Analysis Request Form that begins with the words "Payment for services rendered" and ends with the words "contacting our accounting department at (559) 268-

1 7021” shall not be applicable to this Agreement or binding to the parties hereto, regardless if the County,
2 the COUNTY Director of the Department of Public Works and Planning or his or her designee executes
3 the Chain of Custody / Analysis Request Form. An example of the Chain of Custody / Analysis Request
4 Form is attached hereto as Exhibit A and incorporated herein by this reference.

5 D. Prepare analytical reports in accordance with the following:

6 1) Digital excel and hard copy Spreadsheet containing the Contaminant List
7 and List of Constituents referenced in Consumer Confidence Reports (CCR). Reports shall include a
8 cover page indicating the District or County Facility from which the test samples originated, the date the
9 samples were analyzed, a title page, and a list of the test results.

10 2) All revised reports must be accompanied by a cover letter explaining why
11 the report was revised and must include all the information that was changed as a result of the revision.

12 E. Comply with all requirements of California Code of Regulations (CCR), Title 22
13 (http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Lawbook.shtml) related to
14 laboratories providing analytical results for drinking water. This includes, but is not limited to, notifying
15 the water supplier (County) within 24 hours whenever the level of nitrate in a single sample exceeds the
16 maximum contaminant level (MCL), and CONTRACTOR shall ensure that a contact person is available
17 to receive the analytical results 24 hours a day (see Title 22 CCR Section 64432.1).

18 F. Transmit / Deliver reports to the regulatory agencies and responsible
19 departments, in the appropriate format and media as herein specified, within fifteen (15) working days
20 of receiving samples from the County. Working days shall be defined as Monday through Friday,
21 excluding legal holidays observed by the COUNTY. Test results will be transmitted to the following
22 agencies, via internet, email and hard copy, as follows:

23 1) Water Testing Results

24 a. Shall be posted by the CONTRACTOR on the State Water Resources
25 Control Board (SWRCB), Division of Drinking Water (DDW) – electronically submitted to the California
26 Laboratory Intake Portal (CLIP) utilizing the new PS Code Format within fifteen (15) working days of
27 receiving samples from the County.

28 b. The CONTRACTOR shall provide to the County of Fresno Department

1 of Public Works and Planning, at SpecialDistrictsAdm@fresnocountyca.gov, email copies of all test
2 results submitted by the CONTRACTOR to the SWRCB.

3 c. The CONTRACTOR must notify the County Special Districts Water
4 System Operator by phone within four (4) hours, if any test result is positive (a "hot sample"), or if
5 immediate action is otherwise required by any applicable State or Federal laws.

6 2) Wastewater Test Results

7 a. Shall be posted by the CONTRACTOR on the Regional Water Quality
8 Control Board (RWQCB) internet clearinghouse website within fifteen (15) working days of receiving
9 samples from the County.

10 b. The CONTRACTOR shall provide to the County of Fresno
11 Department of Public Works and Planning, at SpecialDistrictsAdm@fresnocountyca.gov, email copies
12 of test results submitted by the CONTRACTOR to the RWQCB.

13 G. The CONTRACTOR's reporting of test results must be formatted to a
14 Contaminant List that is consistent with the COUNTY's current software program. Testing Lab may
15 need to coordinate with COUNTY's software vendor to insure accurate downloads. In addition to the
16 above transmittals, the COUNTY shall be provided by CONTRACTOR with each of the following:

17 1) An annual utilization review report in Excel format, by special district,
18 transmitted by email and hardcopy.

19 2) A report of contaminant levels for each special district for each constituent
20 required by the State of California in order to comply with CCR requirements.

21 H. If a special district or the COUNTY is fined, or fees are imposed by the
22 SWRCB/DDW or RWQCB for failing to provide analysis reports through electronic filings within the
23 required time or filing a report that has an error or omission, the CONTRACTOR shall be responsible
24 to reimburse the special district or COUNTY for all such damages incurred for payment of such fines
25 and/or fees, to the extent attributable to the deficient performance of the CONTRACTOR or its agents.

26 I. In the event the CONTRACTOR fails to transmit any reports within the required
27 time to the SWRCB/DDW or RWQCB and this results in the SWRCB/DDW or RWQCB requiring the
28 COUNTY to send letters to special district consumers or publish a notice in a publication of general

1 circulation, CONTRACTOR shall reimburse the COUNTY for all of the COUNTY's costs, including but
2 not limited to COUNTY staff costs, paper, envelopes, stamps, travel expenses, and facsimile costs. To
3 recover such costs, the COUNTY may invoice the CONTRACTOR separately, or may deduct such costs
4 from the payment to the CONTRACTOR for services.

5 J. In the event sample analyses are not completed due to laboratory error, the
6 CONTRACTOR shall pay all COUNTY costs associated with resampling, including but not limited to
7 COUNTY staff costs and all materials required to collect the affected sample(s). CONTRACTOR agrees
8 to perform the necessary analysis for any replacement sample(s) required as a result of laboratory error,
9 at no cost to the COUNTY.

10 K. In the event the COUNTY is unable to perform sample collection based on the
11 CONTRACTOR's inability to supply necessary materials upon request, CONTRACTOR shall pay all
12 analytical costs the COUNTY incurs for services provided by a third party laboratory until such time as
13 the required materials are available from the CONTRACTOR. Payment for the services of said third
14 party laboratory shall be made directly by CONTRACTOR to the third party laboratory.

15 2. **OBLIGATIONS OF THE COUNTY**

16 A. COUNTY shall compensate the CONTRACTOR as provided in this Agreement.

17 B. COUNTY shall provide a "COUNTY Representative," who will represent the COUNTY
18 as provided in this agreement and coordinate with the CONTRACTOR as appropriate in order to facilitate the
19 CONTRACTOR's performance of its obligations under this Agreement. The COUNTY Representative will
20 be the COUNTY Director of the Department of Public Works and Planning or his or her designee. The
21 CONTRACTOR shall communicate and coordinate with the COUNTY Representative who will provide the
22 following services:

23 1) Examine documents submitted to the COUNTY by the CONTRACTOR and
24 timely render decisions pertaining thereto; and

25 2) Provide communication between the CONTRACTOR and COUNTY officials
26 and commissions.

27 C. COUNTY Representative shall give consideration to all matters submitted for approval
28 by the CONTRACTOR in a manner that advances the mutual intent of the COUNTY and the CONTRACTOR

1 to avoid any substantial delays in the CONTRACTOR's program of work.

2 D. COUNTY shall provide the CONTRACTOR's laboratory with the sample collection
3 schedule and any revisions made to the schedule during the term of the Agreement.

4 E. COUNTY may deliver samples to the CONTRACTOR's laboratory at COUNTY's
5 expense when the laboratory is located within the Fresno/Clovis metropolitan area. Due to County work
6 schedules, sample delivery to the CONTRACTOR's laboratory will normally occur from mid to late afternoon.
7 CONTRACTOR shall be prepared to handle samples that may have a limited hold time.

8 F. COUNTY may request CONTRACTOR to collect water and wastewater samples from
9 the special districts or facilities at an additional quoted cost of \$75 per hour.

10 3. **TERM**

11 The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2022
12 through and including December 31, 2024. This Agreement may be extended for two (2) additional
13 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
14 prior to the first day of the next twelve (12) month extension period. The Director of the Department of Public
15 Works and Planning, or his or her designee is authorized to execute such written approval on behalf of
16 COUNTY based on CONTRACTOR'S satisfactory performance.

17 4. **TERMINATION**

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

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

- 24 1) An illegal or improper use of funds;
25 2) A failure to comply with any term of this Agreement;
26 3) A substantially incorrect or incomplete report submitted to or on behalf of the
27 COUNTY;
28 4) Improperly performed service.

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

8 C. Without Cause - Under circumstances other than those set forth above, this
9 Agreement may be terminated by COUNTY without cause and without penalty upon the giving of thirty (30)
10 days advance written notice of an intention to terminate to CONTRACTOR.

11 5. **COMPENSATION / INVOICING:** COUNTY agrees to pay CONTRACTOR and
12 CONTRACTOR agrees to receive compensation as follows:

13 A. The CONTRACTOR's compensation shall be derived from the Pricing Schedule for
14 tests and collection services provided in Exhibit B. The Pricing Schedule shall remain in effect for the duration
15 of the Agreement.

16 B. In no event shall compensation paid by the COUNTY for services performed under this
17 Agreement exceed the maximum annual amount of \$250,000.00. The total maximum cumulative amount
18 payable for the services to be provided under this agreement, including the initial three-year term and the two
19 potential one-year renewal periods, shall not exceed \$1,250,000.00. It is understood that all expenses
20 incidental to CONTRACTOR's performance of services under this Agreement shall be borne by
21 CONTRACTOR.

22 C. Invoicing

23 Once a month, progress payments will be made by the COUNTY upon receipt and approval
24 of the CONTRACTOR's invoices. CONTRACTOR shall submit invoices in triplicate with delivery of analytical
25 reports to the County of Fresno, Department of Public Works and Planning and invoices shall clearly identify
26 the Special District, County facility or project name and the type of test(s) or service(s) provided. Invoices
27 shall be submitted to:

28 ///

1 Fresno County Department of Public Works and Planning
2 Resources Division, Special Districts Section
3 2220 Tulare Street, Sixth Floor
4 Fresno, CA 93721-2106

4 D. Payment

5 1) COUNTY shall pay the CONTRACTOR within forty-five (45) days after receipt
6 and verification of the accuracy and sufficiency of the CONTRACTOR's invoice(s). In the event that a
7 submitted invoice contains any errors or is otherwise determined to be insufficient, the COUNTY will
8 request that corrections be made and a revised invoice shall be resubmitted by CONTRACTOR. The
9 CONTRACTOR understands that the 45-day time frame shall commence only upon receipt and
10 verification that a sufficient invoice has been submitted.

11 2) As more thoroughly specified in Section 1, if any deficiency in the performance
12 and responsibilities of CONTRACTOR or its agents causes imposition of a fine or penalty against any
13 special district or the COUNTY, or results in the COUNTY being required to issue notices for which the
14 COUNTY incurs costs, the COUNTY shall have the right to deduct the full amount of such fines, penalties,
15 or costs from any payment otherwise due to the CONTRACTOR.

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

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

27 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to
28 employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and

1 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition,
2 CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment
3 of CONTRACTOR'S employees, including compliance with Social Security withholding and all other
4 regulations governing such matters. It is acknowledged that during the term of this Agreement,
5 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

6 7. **MODIFICATION:** Any matters of this Agreement may be modified from time to time by the
7 written consent of all the parties without, in any way, affecting the remainder.

8 8. **NON-ASSIGNMENT:** Neither party shall assign, transfer or sub-contract this Agreement nor
9 their rights or duties under this Agreement without the prior written consent of the other party.

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

18 The provisions of this Section 9 shall survive termination of this Agreement.

19 10. **INSURANCE**

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

24 A. **Commercial General Liability**

25 Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00)
26 per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued
27 on a per occurrence basis. COUNTY may require specific coverages including completed operations,
28 products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability

1 insurance deemed necessary because of the nature of this contract.

2 B. Automobile Liability

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

6 C. Professional Liability

7 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
8 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

10 D. Worker's Compensation

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

13 Additional Requirements Relating to Insurance

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

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

26 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
27 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
28 foregoing policies, as required herein, to the County of Fresno, Department of Public Works and Planning,

1 Resources Division, 2220 Tulare Street, 6th Floor, Fresno, California 93721, Attn: Special Districts Section,
2 stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its
3 officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's
4 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers,
5 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the
6 insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers,
7 agents and employees, individually and collectively, as additional insured, but only insofar as the operations
8 under this Agreement are concerned; that such coverage for additional insured shall apply as primary
9 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
10 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR'S
11 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
12 days advance, written notice given to COUNTY.

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

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

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

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

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

1 COUNTY OF FRESNO
2 Special Districts Administrator
3 Department of Public Works and Planning
4 2220 Tulare Street, 6th Floor
5 Fresno, CA 93721

CONTRACTOR
 Moore Twining Associates, Inc.
 2527 Fresno Street
 Fresno, CA 93721

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

20 13. **GOVERNING LAW:** Venue for any action arising out of or related to this Agreement shall
21 only be in Fresno County, California.

22 The rights and obligations of the parties and all interpretation and performance of this Agreement
23 shall be governed in all respects by the laws of the State of California.

24 14. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

28 Members of the 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

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

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

22 16. **CONSISTENT FEDERAL INCOME TAX POSITION**: This Section 16 concerns the services
23 that the CONTRACTOR provides under this Agreement at the Juvenile Justice Campus (“JJC”). The
24 CONTRACTOR acknowledges that the JJC has been acquired, constructed, or improved (and that the JJC
25 is situated on land that has been acquired) by using net proceeds of governmental tax-exempt bonds
26 (“Bond-Financed Facility”). The CONTRACTOR agrees that, with respect to this Agreement and the Bond
27 Financed Facility, the CONTRACTOR is not entitled to take, and shall not take, any position (also known as
28 a “tax position”) with the Internal Revenue Service (“IRS”) that is inconsistent with being a “service provider”

1 to the COUNTY, as a “qualified user” with respect to the Bond-Financed Facility, as “managed property,” as
2 all of those terms are used in Internal Revenue Service Revenue Procedure 2017-13, and to that end, for
3 example, and not as a limitation, the CONTRACTOR agrees that the CONTRACTOR shall not, in connection
4 with any federal income tax return that it files with the IRS or any other statement or information that it provides
5 to the IRS, (a) claim ownership, or that it is a lessee, of any portion of the Bond Financed Facilities, or (b)
6 claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent
7 with respect to the Bond-Financed Facility.

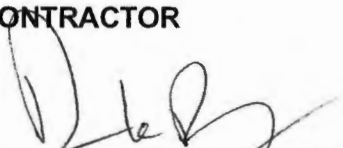
8 17. **SEVERABILITY**: Should any provision of this Agreement be found or deemed to be invalid
9 by a court of competent jurisdiction, this Agreement shall be construed as not containing such provision, and
10 all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the
11 provision of this Agreement are hereby declared to be severable.

12 18. **ENTIRE AGREEMENT**: This Agreement and its Exhibits constitutes the entire agreement
13 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
14 previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
15 understanding 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 and year
2 first hereinabove written.

3
4 **CONTRACTOR**

5 
6 _____
7 Derek Ramirez, Laboratory Director
Analytical Chemistry Division

8 Moore Twining Associates, Inc.
9 2527 Fresno Street
10 Fresno, CA 93721

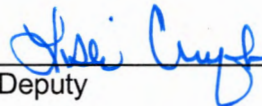
11 **COUNTY OF FRESNO**

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

15 **ATTEST:**

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

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By: 
_____ -
Deputy

FOR ACCOUNTING USE ONLY:

Various Orgs, Funds, and Subclasses

ORG: 9140, 9141, 9145, 9150,
9250, 9154, 9163, 9170, 9171,
9166, 9172, 9322, 9320, 9181,
9255, 9254, 9212, 9301, 9244,
9246, 9247, 9310, 9249, 9357,
9358, 9360, 9361, 9351, 9362

FUND: 0200, 0230, 0235, 0740
0750, 0770, 0780, 0790, 0800
0801, 0810, 0820, 0830, 0850
0870, 0880, 0890, 0900, 0910
0920, 0930, 4030

SUBCLASS: 12000, 12150, 12800,
16000, 16120, 16200, 16202,
16203, 16204, 16205, 16206,
16210, 16211, 16350, 16400,
16420, 16430, 16800, 16900,
40680

ACCOUNT: 7295

ANALYTICAL CHEMISTRY DIVISION
CALIFORNIA ELAP CERTIFICATION # 1371

WORK ORDER #:

PAGE _____ OF _____

REPORT TO:	<input type="checkbox"/> INVOICE TO:	<input type="checkbox"/> REPORT COPY TO:	REPORTING:
ATTENTION:	ATTENTION:		<input type="checkbox"/> STANDARD FORMAT <input type="checkbox"/> PDF
COMPANY NAME:	COMPANY NAME:		<input type="checkbox"/> EDT (SWRCB) <input type="checkbox"/> EXCEL
ADDRESS:	ADDRESS:		<input type="checkbox"/> GEOTRACKER/COELT (LUFT)
			GLOBAL ID: _____
			<input type="checkbox"/> COUNTY ENVIRONMENTAL HEALTH:

PHONE:	PHONE:		<input type="checkbox"/> STATE WATER RESOURCES CONTROL BOARD:
EMAIL / FAX:	EMAIL / FAX:		_____
			<input type="checkbox"/> OTHER:

SAMPLE INFORMATION	SAMPLE TYPES	PROJECT INFORMATION
SAMPLED BY (PRINT):	SOLID: BS - BIOSOLID CR - CERAMIC SL - SOIL/SOLID	CONTRACT / P.O. NO.:
SIGNATURE:	LIQUID: DW - DRINKING WATER GW - GROUND WATER OL - OIL SF - SURFACE WATER ST - STORM WATER WW - WASTEWATER	PROJECT:
<input type="checkbox"/> PUBLIC SYSTEM <input type="checkbox"/> ROUTINE		PROJECT NUMBER:
<input type="checkbox"/> PRIVATE WELL <input type="checkbox"/> REPEAT		PROJECT MANAGER:
<input type="checkbox"/> OTHER <input type="checkbox"/> REPLACEMENT		
TURN AROUND TIME <input type="checkbox"/> STANDARD <input type="checkbox"/> RUSH, DUE ON: _____		

ANALYSIS REQUESTED

LAB USE	NOTES ON RECEIVED CONDITION:														STATION CODE											
	CLIENT SAMPLE ID	DATE	TIME	TYPE																						
	<input type="checkbox"/> CUSTODY SEAL(S) BROKEN <input type="checkbox"/> SAMPLES(S) DAMAGED <input type="checkbox"/> ON ICE <input type="checkbox"/> AMBIENT TEMP. <input type="checkbox"/> INCORRECT PRESERVATION																									

COMMENTS / ADDITIONAL INSTRUCTIONS:

RELINQUISHED BY	COMPANY	DATE	TIME	RECEIVED BY	COMPANY

Payment for services rendered as noted herein are due in full within 30 days from the date invoiced. If not so paid, account balances are deemed delinquent. Delinquent balances are subject to monthly service charges and interest specified in MTA's current Standard Terms and Conditions for Laboratory Services. The person signing for the Client/Company acknowledges that they are either the Client or an authorized agent to the Client, that the Client agrees to be responsible for payment for the services on this Chain of Custody and agrees to MTA's terms and conditions for laboratory services unless contractually bound otherwise. MTA's current terms and conditions can be obtained by contacting our accounting department at (559) 268-7021.

Quotation No. 22-013

ANALYTICAL LABORATORY TESTING SERVICES COST PER SAMPLE QUOTATION SCHEDULE

The testing of water/wastewater samples will be requested on an as needed basis. The number of samples to be submitted with each chain of custody will vary (estimated annual quantities are indicated). Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities. Bidder shall use the space provided below to quote the cost per sample. Bidder agrees that prices quoted are maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno.

Fresno County Department of Public Works and Planning is a member of the California Rural Water Association (CRWA). If a bidding firm is a preferred provider with CRWA and is offering discounted rates to the County, state rate below. Discount should already be applied to the prices below.

DISCOUNT: N/A

Provide a sample analysis report for each of the panels listed on the Quotation Schedule in the order shown, to include EPA method numbers, Method Detection Limits (MDL's), and Practical Quantitation Limits (PQL's) when applicable. Sample MDL's and PQL's should reflect the most recent MDL study completed by the Bidder's laboratory. The response shall also detail how often MDL studies are conducted by the Bidder's laboratory

Please Note: In order to be considered, bidders must bid for all testing listed below. County will award to the bidder with the lowest Total Estimated Annual Cost.

Complete Title 22	<u>\$ 1,458.00</u>	per test x estimated 30 tests per year	= \$ <u>43,740.00</u>
Coliform Bacteria:			
Total Coliform Presence/Absence	<u>\$ 20.00</u>	per test x estimated 480 tests per year	= \$ <u>9,600.00</u>
1x10 Total Coliform	<u>\$ 24.00</u>	per test x estimated 800 tests per year	= \$ <u>19,200.00</u>
3x5 Total Coliform	<u>\$ 39.00</u>	per test x estimated 48 tests per year	= \$ <u>1,872.00</u>
Fecal Coliform	<u>\$ 19.50</u>	per test x estimated 48 tests per year	= \$ <u>936.00</u>
E. Coli	<u>\$ 19.50</u>	per test x estimated 48 tests per year	= \$ <u>936.00</u>
Heterotrophic Plate Count	<u>\$ 21.00</u>	per test x estimated 120 tests per year	= \$ <u>2,520.00</u>
Biological Oxygen Demand	<u>\$ 20.00</u>	per test x estimated 414 tests per year	= \$ <u>8,280.00</u>
Complete Primary Inorganics	<u>\$ 250.50</u>	per test x estimated 55 tests per year	= \$ <u>13,777.50</u>
Section 64432			
Individual Primary Inorganics:			
Aluminum	<u>\$ 8.00</u>	per test x 55 estimated tests per year	= \$ <u>440.00</u>
Antimony	<u>\$ 8.00</u>	per test x 55 estimated tests per year	= \$ <u>440.00</u>
Arsenic	<u>\$ 18.00</u>	per test x 55 estimated tests per year	= \$ <u>990.00</u>
Barium	<u>\$ 8.00</u>	per test x 55 estimated tests per year	= \$ <u>440.00</u>
Beryllium	<u>\$ 8.00</u>	per test x 55 estimated tests per year	= \$ <u>440.00</u>

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Cadmium	<u>\$ 8.00</u>	per test x 55 estimated tests per year	=	<u>\$ 440.00</u>
Chromium	<u>\$ 8.00</u>	per test x 55 estimated tests per year	=	<u>\$ 440.00</u>
Cyanide	<u>\$ 15.00</u>	per test x 55 estimated tests per year	=	<u>\$ 825.00</u>
Fluoride	<u>\$ 9.00</u>	per test x 55 estimated tests per year	=	<u>\$ 495.00</u>
Mercury	<u>\$ 8.00</u>	per test x 55 estimated tests per year	=	<u>\$ 440.00</u>
Nickel	<u>\$ 8.00</u>	per test x 55 estimated tests per year	=	<u>\$ 440.00</u>
Selenium	<u>\$ 8.00</u>	per test x 55 estimated tests per year	=	<u>\$ 440.00</u>
Thallium	<u>\$ 8.00</u>	per test x 55 estimated tests per year	=	<u>\$ 440.00</u>
Lead	<u>\$ 27.50</u>	per test x 55 estimated tests per year	=	<u>\$ 1,512.50</u>
Asbestos	<u>\$ 150.00</u>	per test x 55 estimated tests per year	=	<u>\$ 8,250.00</u>
Nitrate (as NO3)	<u>\$ 22.00</u>	per test x 55 estimated tests per year	=	<u>\$ 1,210.00</u>
Nitrite (as nitrogen)	<u>\$ 20.00</u>	per test x 55 estimated tests per year	=	<u>\$ 1,100.00</u>
Complete Secondary Standards Table 64449-A	<u>\$ 241.00</u>	per test x 55 estimated tests per year	=	<u>\$ 13,255.00</u>

Individual Secondary Standards:

Aluminum	<u>\$ 8.00</u>	per test x 55 estimated tests per year	=	<u>\$ 440.00</u>
Color	<u>\$ 7.00</u>	per test x 55 estimated tests per year	=	<u>\$ 385.00</u>
Copper	<u>\$ 27.50</u>	per test x 55 estimated tests per year	=	<u>\$ 1,512.50</u>
Corrosivity	<u>\$ 16.00</u>	per test x 55 estimated tests per year	=	<u>\$ 880.00</u>
Foaming Agents	<u>\$ 16.00</u>	per test x 55 estimated tests per year	=	<u>\$ 880.00</u>
Iron	<u>\$ 27.50</u>	per test x 55 estimated tests per year	=	<u>\$ 1,512.50</u>
Manganese	<u>\$ 27.50</u>	per test x 55 estimated tests per year	=	<u>\$ 1,512.50</u>
Methyl-tert-butyl-ether (MTBE)	<u>\$ 45.00</u>	per test x 55 estimated tests per year	=	<u>\$ 2,475.00</u>
Odor	<u>\$ 7.00</u>	per test x 55 estimated tests per year	=	<u>\$ 385.00</u>
Silver	<u>\$ 8.00</u>	per test x 55 estimated tests per year	=	<u>\$ 440.00</u>
Thiobencarb	<u>\$ 45.00</u>	per test x 55 estimated tests per year	=	<u>\$ 2,475.00</u>
Turbidity	<u>\$ 16.00</u>	per test x 55 estimated tests per year	=	<u>\$ 880.00</u>
Zinc	<u>\$ 27.50</u>	per test x 55 estimated tests per year	=	<u>\$ 1,512.50</u>
Complete Secondary Standards Table 64449-B	<u>\$ 39.00</u>	per test x 55 estimated tests per year	=	<u>\$ 2,145.00</u>

Individual Secondary Standards:

TDS	<u>\$ 9.00</u>	per test x 55 estimated tests per year	=	<u>\$ 495.00</u>
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Specific Conductance	\$ 12.00	per test x 55 estimated tests per year	= \$ 660.00
Chloride	\$ 9.00	per test x 55 estimated tests per year	= \$ 495.00
Sulfate	\$ 9.00	per test x 55 estimated tests per year	= \$ 495.00
Complete General Minerals Section 64449	\$ 61.00	per test x 55 estimated tests per year	= \$ 3,355.00
Individual General Minerals:			
Bicarbonate	\$ 6.00	per test x 55 estimated tests per year	= \$ 330.00
Carbonate	\$ 6.00	per test x 55 estimated tests per year	= \$ 330.00
Hydroxide Alkalinity	\$ 6.00	per test x 55 estimated tests per year	= \$ 330.00
Calcium	\$ 9.00	per test x 55 estimated tests per year	= \$ 495.00
Magnesium	\$ 9.00	per test x 55 estimated tests per year	= \$ 495.00
Sodium	\$ 9.00	per test x 55 estimated tests per year	= \$ 495.00
Hardness	\$ 18.00	per test x 55 estimated tests per year	= \$ 990.00
pH	\$ 16.00	per test x 55 estimated tests per year	= \$ 880.00
Complete Radioactivity Section 64441	\$ 243.00	per test x 112 estimated tests per year	= \$ 27,216.00
Individual Radioactivity:			
Gross Alpha	\$ 45.00	per test x 112 estimated tests per year	= \$ 5,040.00
Radium 226 + 228	\$ 180.00	per test x 112 estimated tests per year	= \$ 20,160.00
Uranium	\$ 18.00	per test x 112 estimated tests per year	= \$ 2,016.00
Complete VOC – Table 64444-A	\$ 120.00	per test x 55 estimated tests per year	= \$ 6,600.00
Individual VOC:			
Benzene	\$ 1.00	per test x 55 estimated tests per year	= \$ 55.00
Carbon Tetrachloride	\$ 1.00	per test x 55 estimated tests per year	= \$ 55.00
1,2-Dichlorobenzene	\$ 1.00	per test x 55 estimated tests per year	= \$ 55.00
1,4-Dichlorobenzene	\$ 1.00	per test x 55 estimated tests per year	= \$ 55.00
1,1-Dichloroethane	\$ 1.00	per test x 55 estimated tests per year	= \$ 55.00
1,2-Dichloroethane	\$ 1.00	per test x 55 estimated tests per year	= \$ 55.00
1,1-Dichloroethylene	\$ 1.00	per test x 55 estimated tests per year	= \$ 55.00
cis-1,2-Dichloroethylene	\$ 1.00	per test x 55 estimated tests per year	= \$ 55.00
trans-1,2-Dichloroethylene	\$ 1.00	per test x 55 estimated tests per year	= \$ 55.00
Dichloromethane	\$ 1.00	per test x 55 estimated tests per year	= \$ 55.00

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1,2-Dichloropropane	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
1,3-Dichloropropene	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Ethylbenzene	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Methyl-tert-butyl ether (MTBE)	<u>\$ 45.00</u>	per test x 55 estimated tests per year	=	<u>\$ 2,475.00</u>
Monochlorobenzene	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Styrene	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
1,1,2,2-Tetrachloroethane	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Tetrachloroethylene (TCE)	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Toluene	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
1,2,4-Trichlorobenzene	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
1,1,1-Trichloroethane	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
1,1,2-Trichloroethane	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Trichloroethylene (TCE)	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Trichlorofluoromethane	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
1,1,2-Trichloro-1,2,2-	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Vinyl Chloride	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Xylenes (total)	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Complete SOC Table 64444-A (b)	<u>\$ 150.00</u>	per test x 55 estimated tests per year	=	<u>\$ 8,250.00</u>

Individual SOC:

Alachlor	<u>\$ 35.00</u>	per test x 55 estimated tests per year	=	<u>\$ 1,925.00</u>
Atrazine	<u>\$ 35.00</u>	per test x 55 estimated tests per year	=	<u>\$ 1,925.00</u>
Bentazon	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Benzo(a)pyrene	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Carbofuran	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Chlordane	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
2,4-D	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Dalapon	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Bibromochloropropane (DBCP)	<u>\$ 42.00</u>	per test x 55 estimated tests per year	=	<u>\$ 2,310.00</u>
Di(2-ethylhexyl)adipate	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Di(2-ethylhexyl)phthalate	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>

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Dinoseb	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Diquat	<u>\$ 145.00</u>	per test x 55 estimated tests per year	=	<u>\$ 7,975.00</u>
Endothall	<u>\$ 160.00</u>	per test x 55 estimated tests per year	=	<u>\$ 8,800.00</u>
Endrin	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Ethylene Dibromide (EDB)	<u>\$ 42.00</u>	per test x 55 estimated tests per year	=	<u>\$ 2,310.00</u>
Glyphosphate	<u>\$ 145.00</u>	per test x 55 estimated tests per year	=	<u>\$ 7,975.00</u>
Heptachlor	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Heptachlor Epoxide	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Hexachlorocyclopentadiene	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Lindane	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Methoxychlor	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Molinate	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Oxamyl	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Pentachlorophenol	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Picloram	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Polychlorinated Biphenyls	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Simazine	<u>\$ 35.00</u>	per test x 55 estimated tests per year	=	<u>\$ 1,925.00</u>
Thiobencarb	<u>\$ 35.00</u>	per test x 55 estimated tests per year	=	<u>\$ 1,925.00</u>
Toxaphene	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
2,3,7,8-TCDD (Dioxin)	<u>\$ 250.00</u>	per test x 55 estimated tests per year	=	<u>\$ 13,750.00</u>
2,4,5-TP (Silvex)	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Complete Unregulated Chemicals	<u>\$ 25.00</u>	per test x 55 estimated tests per year	=	<u>\$ 1,375.00</u>

Individual Unregulated Chemicals:

Boron	<u>\$ 8.00</u>	per test x 55 estimated tests per year	=	<u>\$ 440.00</u>
Chromium VI	<u>\$ 54.00</u>	per test x 55 estimated tests per year	=	<u>\$ 2,970.00</u>
Dichlorodifluoromethane (Freon 12)	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Ethyl Tert-Butyl Ether (ETBE)	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Perchlorate	<u>\$ 59.00</u>	per test x 55 estimated tests per year	=	<u>\$ 3,245.00</u>
Tert-Amyl Methyl Ether (TAME)	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>
Tert-Butyl Alcohol (TBA)	<u>\$ 1.00</u>	per test x 55 estimated tests per year	=	<u>\$ 55.00</u>

1,2,3-Trichloropropane (TCP)	<u>\$ 130.00</u>	per test x 55 estimated tests per year	=	<u>\$ 7,150.00</u>
Vanadium	<u>\$ 8.00</u>	per test x 55 estimated tests per year	=	<u>\$ 440.00</u>
B.O.D.	<u>\$ 20.00</u>	per test x 1,460 estimated tests per year	=	<u>\$ 29,200.00</u>
Nitrate	<u>\$ 22.00</u>	per test x 104 estimated tests per year	=	<u>\$ 2,288.00</u>
Ammonia	<u>\$ 20.00</u>	per test x 104 estimated tests per year	=	<u>\$ 2,080.00</u>
Sulfates	<u>\$ 9.00</u>	per test x 104 estimated tests per year	=	<u>\$ 936.00</u>
Total Coliform	<u>\$ 30.00</u>	per test x 104 estimated tests per year	=	<u>\$ 3,120.00</u>
Choriform	<u>\$ 1.00</u>	per test x 104 estimated tests per year	=	<u>\$ 104.00</u>
Total Suspended Solids	<u>\$ 17.00</u>	per test x 1,055 estimated tests per year	=	<u>\$ 17,935.00</u>
Settable Matter	<u>\$ 1.00</u>	per test x 1,055 estimated tests per year	=	<u>\$ 1,055.00</u>
Standard Minerals	<u>\$ 1.00</u>	per test x 1,460 estimated tests per year	=	<u>\$ 1,460.00</u>
Total Nitrogen	<u>\$ 33.00</u>	per test x 1,460 estimated tests per year	=	<u>\$ 48,180.00</u>
TOTAL ESTIMATED ANNUAL COST:				<u>\$407,594.00</u>

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a corporation's board of directors of the Consultant, 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).

(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:	