

MASTER AGREEMENT

This Master Agreement (“Agreement”) is dated April 7, 2026 and is between each Contractor listed in Exhibit A, collectively hereinafter referred to as “Contractor(s)”, and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County of Fresno, through the Department of Public Health (DPH), Environmental Health Division, receives United States Department of Housing and Urban Development grant funding under the Lead Hazard Control and Healthy Homes Program for lead hazard reduction services to the public. As a part of that program, lead-based paint inspections and risk assessment (LIRA) services must be completed in accordance with the California Department of Public Health Title 17 Work Practice Standards for Lead Hazard Evaluations.

B. DPH requires subcontracts with vendors to provide said LIRA in accordance with the terms and conditions herein.

C. On February 9, 2023, DPH released a Request for Statement of Qualifications (RFSQ) No. 23-024 seeking willing and qualified vendors of LIRA services.

D. Based on responses to said RFSQ, DPH and Contractor(s) entered into Purchasing Agreement No. P-23-109 which became effective April 16, 2023 for a term of three (3) years and two (2) possible additional one-year periods by the written consent of the parties. On July 22, 2025, Amendment I to Agreement No. P-23-109 was executed.

E. DPH desires to supersede agreement No. P-23-109 by this Agreement to be approved by the Board due to the need to increase the maximum compensation beyond the spending authority of the General Services Purchasing Division.

F. All terms and conditions shall remain the same as the initial Agreement as restated herein.

G. This Agreement shall replace, restate, and supersede Agreement No. P-23-109, and its Amendment, in its entirety.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor Services**

3 1.1 **Scope of Services.** The Contractor(s) shall perform all of the services provided in
4 Exhibit B to this Agreement, titled "Scope of Services".

5 1.2 **Representation.** The Contractor(s) represents that it is qualified, ready, willing, and
6 able to perform all of the services provided in this Agreement.

7 1.3 **Delivery.** The Free on Board (F.O.B.) Point shall be the destination within the
8 County of Fresno. All services shall be delivered complete as specified. All orders placed before
9 Agreement expiration shall be honored under the terms and conditions of this Agreement.

10 1.4 **Default.** In case of default by Contractor(s), the County may procure the
11 articles/services from another source and may recover the loss occasioned thereby from any
12 unpaid balance due the Contractor or by any other legal means available to the County. The
13 prices paid by County shall be considered the prevailing market price at the time such purchase
14 is made. Inspection of deliveries or offers for delivery which do not meet specifications, will be at
15 the expense of Contractor.

16 1.5 **Compliance with Laws.** The Contractor(s) shall, at its own cost, comply with all
17 applicable federal, state, and local laws and regulations in the performance of its obligations
18 under this Agreement, including but not limited to workers compensation, labor, and
19 confidentiality laws and regulations.

20 1.6 **Compliance with Grantor Requirements.** The Contractor(s) recognizes that
21 County operates its United States Department of HUD, Lead Hazard Control and Healthy
22 Homes Program with the use of Federal funds, and that the use of these funds imposes certain
23 requirements on the County and its subcontractor(s). The Contractor(s) shall adhere to all
24 Federal requirements.

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1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County, through DPH, shall place orders for LIRA services on an as needed
4 basis. Unless stated otherwise, there will be no minimum order quantity. The County reserves
5 the right to increase or decrease orders or quantities.

6 2.2 The County reserves the right to negotiate additional items to this Agreement as
7 deemed necessary. Such additions shall be made in writing and signed by both parties.

8 **Article 3**

9 **Compensation, Invoices, and Payments**

10 3.1 **Rates.** The County agrees to pay, and the Contractor(s) agree to receive,
11 compensation for the performance of its services under this Agreement as described in this
12 section. The Contractor(s) shall perform all of the services in accordance with Exhibit A at the
13 rate of One Thousand, Four Hundred and No/100 Dollars (\$1,400.00) for each LIRA performed.
14 The fee includes the vendor's costs for travel, labor, equipment, related lab testing, and any
15 other miscellaneous expenses. In the event the resident does not provide access to the project
16 property at the scheduled time and date of the LIRA the compensation rate for a no-show is
17 Five Hundred Seventy-Five and No/100 Dollars (\$575.00).

18 3.2 **Maximum Compensation.** The maximum compensation payable to the
19 Contractor(s) under this Agreement is Three Hundred Thousand and No/100 Dollars
20 (\$300,000.00) commencing as of the effective date for the entire term of the Agreement. The
21 Contractor(s) acknowledges that the County is a local government entity, and does so with
22 notice that the County's powers are limited by the California Constitution and by State law, and
23 with notice that the Contractor(s) may receive compensation under this Agreement only for
24 services performed according to the terms of this Agreement and while this Agreement is in
25 effect, and subject to the maximum amount payable under this section. The Contractor(s)
26 further acknowledges that County employees have no authority to pay the Contractor(s) except
27 as expressly provided in this Agreement.

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1 provided under this Agreement, and be delivered either by personal service, by first-class
2 United States mail, by an overnight commercial courier service, or by Portable Document
3 Format (PDF) document attached to an email.

4 (A) A notice delivered by personal service is effective upon service to the recipient.

5 (B) A notice delivered by first-class United States mail is effective three County
6 business days after deposit in the United States mail, postage prepaid, addressed to the
7 recipient.

8 (C) A notice delivered by an overnight commercial courier service is effective one
9 County business day after deposit with the overnight commercial courier service,
10 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
11 the recipient.

12 (D) A notice delivered by telephonic facsimile transmission or by PDF document
13 attached to an email is effective when transmission to the recipient is completed (but, if
14 such transmission is completed outside of County business hours, then such delivery is
15 deemed to be effective at the next beginning of a County business day), provided that
16 the sender maintains a machine record of the completed transmission.

17 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
18 nothing in this Agreement establishes, waives, or modifies any claims presentation
19 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
20 of Title 1 of the Government Code, beginning with section 810).

21 **Article 6**

22 **Termination and Suspension**

23 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
24 contingent on the approval of funds by the appropriating government agency. If sufficient funds
25 are not allocated, then the County, upon at least 30 days' advance written notice to the
26 Contractor(s), may:

27 (A) Modify the services provided by the Contractor(s) under this Agreement; or

28 (B) Terminate this Agreement.

1 **6.2 Termination for Breach.**

2 (A) Upon determining that a breach (as defined in paragraph (C) below) has
3 occurred, the County may give written notice of the breach to the Contractor(s). The
4 written notice may suspend performance under this Agreement, and must provide at
5 least 30 days for the Contractor(s) to cure the breach.

6 (B) If the Contractor(s) fails to cure the breach to the County's satisfaction within the
7 time stated in the written notice, the County may terminate this Agreement immediately.

8 (C) For purposes of this section, a breach occurs when, in the determination of the
9 County, the Contractor(s) has:

- 10 (1) Obtained or used funds illegally or improperly;
- 11 (2) Failed to comply with any part of this Agreement;
- 12 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 13 (4) Improperly performed any of its obligations under this Agreement.

14 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
15 County may terminate this Agreement by giving at least 30 days advance written notice to the
16 Contractor(s).

17 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
18 under this Article 6 is without penalty to or further obligation of the County.

19 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
20 6, the County may demand repayment by the Contractor(s) of any monies disbursed to the
21 Contractor(s) under this Agreement that, in the County's sole judgment, were not expended in
22 compliance with this Agreement. The Contractor(s) shall promptly refund all such monies upon
23 demand. This section survives the termination of this Agreement.

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1 **Article 7**

2 **Funding Source**

3 7.1 **Services Funding Source.** Funding for these services is provided by the United
4 States Department of HUD, Lead Hazard Control and Healthy Homes, Lead Hazard Reduction
5 Grant funds.

6 **Article 8**

7 **Federal Funding Terms and Conditions**

8 8.1 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**
9 **Exclusion-Lower Tier Covered Transactions.**

10 (A) County and Contractor(s) recognize that Contractor(s) is a recipient of Federal
11 funds under the terms of this Agreement. By signing this Agreement, Contractor(s)
12 agrees to comply with applicable Federal suspension and debarment regulations,
13 including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and
14 Executive Order 12549. By signing this Agreement, Contractor(s) attests to the best of
15 its knowledge and belief, that it and its principals:

- 16 (1) Are not presently debarred, suspended, proposed for debarment, declared
17 ineligible, or voluntarily excluded by any Federal department or agency; and
18 (2) Shall not knowingly enter into any covered transaction with an entity or
19 person who is proposed for debarment under Federal regulations, debarred,
20 suspended, declared ineligible, or voluntarily excluded from participation in
21 such transaction.

22 (B) Contractor(s) shall provide immediate written notice to County if at during any
23 time during the term of this Agreement Contractor(s) learns that the representations it
24 makes above were erroneous when made or have become erroneous by reason of
25 changed circumstances.

26 (C) Contractor(s) shall include a clause titled, "Certification Regarding Debarment,
27 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions"
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1 and similar in nature to this paragraph in all lower tier covered transactions and it all
2 solicitations for lower tier covered transactions.

3 (D) Contractor(s) shall, prior to soliciting or purchasing goods and services in excess
4 of \$25,000 funded by this Agreement, review and retain the proposed vendor's
5 suspension and debarment status at <https://sam.gov/SAM/>.

6 **8.2 Property of County.** Contractor(s) agrees to take reasonable and prudent steps to
7 ensure the security of any and all said hardware and software provided to it by County under
8 this Agreement, to maintain replacement-value insurance coverages on said hardware and
9 software of like kind and quality approved by County.

10 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement
11 that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
12 Fresno County Department of Public Health (DPH) Accounting Inventory Number. These fixed
13 assets shall be retained by County, as County property, in the event this Agreement is
14 terminated or upon expiration of this Agreement. Contractor(s) agrees to participate in an
15 annual inventory of all County fixed assets and shall be physically present when fixed assets
16 are returned to County possession at the termination or expiration of this Agreement.
17 Contractor(s) is responsible for returning to County all County owned fixed assets upon the
18 expiration or termination of this Agreement.

19 **8.3 Prohibition on Publicity.** None of the funds, materials, property or services
20 provided directly or indirectly under this Agreement shall be used for Contractor(s)'s advertising,
21 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the
22 purpose of self-promotion. Notwithstanding the above, publicity of the services described in
23 Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness
24 about the availability of such specific services when approved in advance by the County's DPH
25 Director or designee for such items as written/printed materials, the use of media (i.e., radio,
26 television, newspapers) and any other related expense(s).

27 **8.4 Conflict of Interest.** No officer, employee or agent of the County who exercises any
28 function or responsibility for planning and carrying out of the services provided under this

1 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
2 addition, no employee of the County shall be employed by the Contractor(s) under this
3 Agreement to fulfill any contractual obligations with the County. Contractor(s) shall comply with
4 all Federal, State of California and local conflict of interest laws, statutes and regulations, which
5 shall be applicable to all parties and beneficiaries under this Agreement and any officer,
6 employee or agent of the County.

7 **8.5 Change of Leadership/Management.** In the event of any change in the status of
8 Contractor(s)'s leadership or management, Contractor(s) shall provide written notice to County
9 within thirty (30) days from the date of change. Such notification shall include any new leader or
10 manager's name, address and qualifications. "Leadership or management" shall include any
11 employee, member, or owner of Contractor(s) who either a) directs individuals providing
12 services pursuant to this Agreement, b) exercises control over the manner in which services are
13 provided, or c) has authority over Contractor(s)'s finances.

14 **8.6 Lobbying Activity.** None of the funds provided under this Agreement shall be used
15 for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending
16 in the Congress of the United States of America or the Legislature of the State of California.

17 **8.7 State Energy Conservation.** Contractor(s) must comply with the mandatory
18 standards and policies relating to energy efficiency, which are contained in the State Energy
19 Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et.
20 seq.

21 **8.8 Clean Air and Water.** In the event the funding under this Agreement exceeds One
22 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Contractor(s) shall comply with all
23 applicable standards, orders or requirements issued under the Clean Air Act contained in 42
24 U.S. Code 7601 et seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any
25 standards, laws and regulations, promulgated thereunder. Under these laws and regulations,
26 Contractor(s) shall assure:

- 27 (A) No facility shall be utilized in the performance of the Agreement that has been
28 listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

1 (B) County shall be notified prior to execution of this Agreement of the receipt of any
2 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a
3 facility to be utilized in the performance of this Agreement is under consideration to be
4 listed on the EPA list of Violating Facilities;

5 (C) County and U.S. EPA shall be notified about any known violation of the above
6 laws and regulations; and,

7 (D) This assurance shall be included in every nonexempt subgrant, contract, or
8 subcontract.

9 **8.9 Audits and Inspections.** The Contractor(s) shall at any time during business hours,
10 and as often as the County may deem necessary, make available to the County for examination
11 all of its records and data with respect to the matters covered by this Agreement. The
12 Contractor(s) shall, upon request by the County, permit the County to audit and inspect all of
13 such records and data necessary to ensure Contractor(s)'s compliance with the terms of this
14 Agreement.

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

18 In addition, Contractor(s) shall cooperate and participate with County's fiscal review process
19 and comply with all final determinations rendered by the County's fiscal review process. If
20 County reaches an adverse decision regarding Contractor(s)'s services to consumers, it may
21 result in the disallowance of payment for services rendered; or in additional controls to the
22 delivery of services, or in the termination of this Agreement, at the discretion of County's DPH
23 Director or designee. If as a result of County's fiscal review process a disallowance is
24 discovered due to Contractor(s)'s deficiency, Contractor(s) shall be financially liable for the
25 amount previously paid by County to Contractor(s) and this disallowance will be adjusted from
26 Contractor(s)'s future payments, at the discretion of County's DPH Director or designee. In
27 addition, County shall have the sole discretion in the determination of fiscal review outcomes,
28 decisions and actions.

1 **Article 10**

2 **Independent Contractor**

3 10.1 **Status.** In performing under this Agreement, the Contractor(s), including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 10.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractor(s)' performance under this Agreement, but the County may
9 verify that the Contractor(s) is performing according to the terms of this Agreement.

10 10.3 **Benefits.** Because of its status as an independent contractor, the Contractor(s) has
11 no right to employment rights or benefits available to County employees. The Contractor(s) is
12 solely responsible for providing to its own employees all employee benefits required by law. The
13 Contractor(s) shall save the County harmless from all matters relating to the payment of
14 Contractor(s)'s employees, including compliance with Social Security withholding and all related
15 regulations.

16 10.4 **Services to Others.** The parties acknowledge that, during the term of this
17 Agreement, the Contractor(s) may provide services to others unrelated to the County.

18 **Article 11**

19 **Indemnity and Defense**

20 11.1 **Indemnity.** The Contractor(s) shall indemnify and hold harmless and defend the
21 County (including its officers, agents, employees, and volunteers) against all claims, demands,
22 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
23 liabilities of any kind to the County, the Contractor(s), or any third party that arise from or relate
24 to the performance or failure to perform by the Contractor(s) (or any of its officers, agents,
25 subcontractors, or employees) under this Agreement. The County may conduct or participate in
26 its own defense without affecting the Contractor(s)' obligation to indemnify and hold harmless or
27 defend the County.

28 11.2 **Survival.** This Article 11 survives the termination of this Agreement.

1 **Article 12**

2 **Insurance**

3 12.1 The Contractor(s) shall comply with all the insurance requirements in Exhibit C to this
4 Agreement.

5 **Article 13**

6 **Inspections, Audits, and Public Records**

7 13.1 **Inspection of Documents.** The Contractor(s) shall make available to the County,
8 and the County may examine at any time during business hours and as often as the County
9 deems necessary, all of the Contractor(s)'s records and data with respect to the matters
10 covered by this Agreement, excluding attorney-client privileged communications. The
11 Contractor(s) shall, upon request by the County, permit the County to audit and inspect all of
12 such records and data to ensure the Contractor(s)'s compliance with the terms of this
13 Agreement.

14 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this
15 Agreement exceeds \$10,000, the Contractor(s) is subject to the examination and audit of the
16 California State Auditor, as provided in Government Code section 8546.7, for a period of three
17 years after final payment under this Agreement. This section survives the termination of this
18 Agreement. Additional Federal audit requirements may apply if any portion of the compensation
19 to be paid by the County under this Agreement is also provided by Federal funding.

20 13.3 **Public Records.** The County is not limited in any manner with respect to its public
21 disclosure of this Agreement or any record or data that the Contractor(s) may provide to the
22 County. The County's public disclosure of this Agreement or any record or data that the
23 Contractor(s) may provide to the County may include but is not limited to the following:

24 (A) The County may voluntarily, or upon request by any member of the public or
25 governmental agency, disclose this Agreement to the public or such governmental
26 agency.

27 (B) The County may voluntarily, or upon request by any member of the public or
28 governmental agency, disclose to the public or such governmental agency any record or

1 data that the Contractor(s) may provide to the County, unless such disclosure is
2 prohibited by court order.

3 (C) This Agreement, and any record or data that the Contractor(s) may provide to the
4 County, is subject to public disclosure under the Ralph M. Brown Act (California
5 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

6 (D) This Agreement, and any record or data that the Contractor(s) may provide to the
7 County, is subject to public disclosure as a public record under the California Public
8 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
9 with section 6250) ("CPRA").

10 (E) This Agreement, and any record or data that the Contractor(s) may provide to the
11 County, is subject to public disclosure as information concerning the conduct of the
12 people's business of the State of California under California Constitution, Article 1,
13 section 3, subdivision (b).

14 (F) Any marking of confidentiality or restricted access upon or otherwise made with
15 respect to any record or data that the Contractor(s) may provide to the County shall be
16 disregarded and have no effect on the County's right or duty to disclose to the public or
17 governmental agency any such record or data.

18 **13.4 Public Records Act Requests.** If the County receives a written or oral request
19 under the CPRA to publicly disclose any record that is in the Contractor(s)' possession or
20 control, and which the County has a right, under any provision of this Agreement or applicable
21 law, to possess or control, then the County may demand, in writing, that the Contractor(s)
22 deliver to the County, for purposes of public disclosure, the requested records that may be in
23 the possession or control of the Contractor(s). Within five business days after the County's
24 demand, the Contractor(s) shall (a) deliver to the County all of the requested records that are in
25 the Contractor(s)'s possession or control, together with a written statement that the
26 Contractor(s), after conducting a diligent search, has produced all requested records that are in
27 the Contractor(s)'s possession or control, or (b) provide to the County a written statement that
28 the Contractor(s), after conducting a diligent search, does not possess or control any of the

1 requested records. The Contractor(s) shall cooperate with the County with respect to any
2 County demand for such records. If the Contractor(s) wishes to assert that any specific record
3 or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the
4 record or data to the County and assert the exemption by citation to specific legal authority
5 within the written statement that it provides to the County under this section. The Contractor(s)'s
6 assertion of any exemption from disclosure is not binding on the County, but the County will give
7 at least 10 days' advance written notice to the Contractor(s) before disclosing any record
8 subject to the Contractor(s)'s assertion of exemption from disclosure. The Contractor(s) shall
9 indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA
10 that results from the Contractor(s)'s delay, claim of exemption, failure to produce any such
11 records, or failure to cooperate with the County with respect to any County demand for any such
12 records.

13 **Article 14**

14 **Disclosure of Self-Dealing Transactions**

15 14.1 **Applicability.** This Article 14 applies if the Contractor(s) is operating as a
16 corporation, or changes its status to operate as a corporation.

17 14.2 **Duty to Disclose.** If any member of the Contractor(s)'s board of directors is party to
18 a self-dealing transaction, he or she shall disclose the transaction by completing and signing a
19 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to
20 the County before commencing the transaction or immediately after.

21 14.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor(s)
22 is a party and in which one or more of its directors, as an individual, has a material financial
23 interest.

24 **Article 15**

25 **General Terms**

26 15.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
27 Agreement may not be modified, and no waiver is effective, except by written agreement signed
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1 by both parties. The Contractor(s) acknowledges that County employees have no authority to
2 modify this Agreement except as expressly provided in this Agreement.

3 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
4 under this Agreement without the prior written consent of the other party.

5 15.3 **Addition of Contractor(s).** With respect to this Agreement, the County reserves the
6 right at any time during the term of this Agreement to add new Contractor(s) to the list contained
7 in Exhibit A. Any such additions will not affect compensation paid by the County to the other
8 Contractors, and therefore, such additions may be made by County without notice to or approval
9 of other Contractor(s) under this Agreement.

10 15.4 **Governing Law.** The laws of the State of California govern all matters arising from
11 or related to this Agreement.

12 15.5 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
13 County, California. Contractor(s) consents to California jurisdiction for actions arising from or
14 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
15 brought and maintained in Fresno County.

16 15.6 **Construction.** The final form of this Agreement is the result of the parties' combined
17 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
18 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
19 against either party.

20 15.7 **Days.** Unless otherwise specified, "days" means calendar days.

21 15.8 **Headings.** The headings and section titles in this Agreement are for convenience
22 only and are not part of this Agreement.

23 15.9 **Severability.** If anything in this Agreement is found by a court of competent
24 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
25 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
26 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
27 intent.

1 15.10 **Nondiscrimination.** During the performance of this Agreement, the Contractor(s)
2 shall not unlawfully discriminate against any employee or applicant for employment, or recipient
3 of services, because of race, religious creed, color, national origin, ancestry, physical disability,
4 mental disability, medical condition, genetic information, marital status, sex, gender, gender
5 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
6 all applicable State of California and federal statutes and regulation.

7 15.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
8 of the Contractor(s) under this Agreement on any one or more occasions is not a waiver of
9 performance of any continuing or other obligation of the Contractor(s) and does not prohibit
10 enforcement by the County of any obligation on any other occasion.

11 15.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
12 between the Contractor(s) and the County with respect to the subject matter of this Agreement,
13 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
14 publications, and understandings of any nature unless those things are expressly included in
15 this Agreement. If there is any inconsistency between the terms of this Agreement without its
16 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
17 precedence first (1) to the terms of this Agreement without its exhibits, then (2) to the terms of
18 the exhibits, (3) to the County's RFSQ No. 23-024, and (4) to the Contractor(s)' response to
19 County's RFSQ No. 23-024.

20 15.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
21 create any rights or obligations for any person or entity except for the parties.

22 15.14 **Authorized Signature.** The Contractor(s) represents and warrants to the County
23 that:

24 (A) The Contractor(s) is duly authorized and empowered to sign and perform its
25 obligations under this Agreement.


26 (B) The individual signing this Agreement on behalf of the Contractor(s) is duly
27 authorized to do so and his or her signature on this Agreement legally binds the
28 Contractor(s) to the terms of this Agreement.

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The parties are signing this Agreement on the date stated in the introductory clause.

CONTRACTOR(S):
SEE ATTACHED EXHIBIT A

COUNTY OF FRESNO


Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

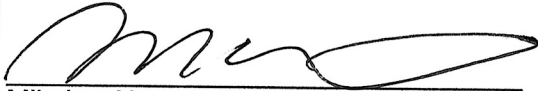
Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

For accounting use only:
Org No.: 56204707
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

1 CONTRACTOR

2 **ALL HAZARD EHS, INC.**

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4 Mikolyn Ainsworth, President

5 P.O. Box 627
6 Clovis, CA 93613

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1 CONTRACTOR
2 **FORENSIC ANALYTICAL CONSULTING SERVICES,**
3 **dba BENCHMARK ENVIRONMENTAL ENGINEERING**

4
5 *Dan Murray*
6 Dan Murray, Contract Administrator

7
8 21228 Cabot Blvd.
9 Hayward, CA 94545

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Exhibit A

List of Contractors

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CONTRACTOR 1:

Contractor:

All Hazard EHS, Inc.

P.O. Box 627

Clovis, CA 93613

Contact:

Mikolyn Ainsworth, President

allhazardehs@gmail.com

(559) 978-6382

Type of Business:

California Corporation

CONTRACTOR 2:

Contractor:

Forensic Analytical Consulting Services, dba Benchmark Environmental Engineering, Inc.

21228 Cabot Blvd.

Hayward, CA 94545

Contact:

Grant Paulson, Contract Administrator

contracts@facs.com

(510) 266-4600

Type of Business:

California Corporation

Exhibit B

Scope of Services

All Lead-Based Paint Inspections and Risk Assessments must be conducted in accordance with the California Department of Public Health (CDPH) Title 17 (CA Childhood Lead Poisoning Prevention Statutes), Work Practice Standards for Lead Hazard Evaluations: the U.S. Environmental Protection Agency (EPA); and the U.S. Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (HUD Guidelines, SECOND EDITION 2012), Chapter 5 Risk Assessment and Chapter 7: Lead-Based Paint Inspection and HUD's Lead-Safe. Housing Rule (24CFR Part 35). Dust Lead Action Levels and Clearance Levels for LHR grants shall use the levels listed in HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) Policy Guidance 2017-01 Rev 1: Revised Dust-Lead Action Levels for Risk Assessment and Clearance; Clearance of Porch Floors, dated 2/16/2017.

1. LEAD-BASED PAINT (LBP) INSPECTIONS

An inspection to determine the presence and location of lead-based paint that is to be conducted in conjunction with the risk assessment.

- a. INTERIOR LBP SURFACES AND COMPONENTS
- b. EXTERIOR LBP SURFACES AND COMPONENTS

2. RISK ASSESSMENTS

The Risk Assessment is conducted to identify the existence, nature, severity, and location of any or all lead hazards. A risk assessment will be performed to identify if any of the following lead hazards are present:

- Deteriorated Lead-Based Paint
 - Lead-Contaminated Dust
 - Lead Contaminated Soil
 - Friction, Impact, and Chewable Surfaces
 - Other Lead Hazards
- a. A Risk Assessment contains four components:

Exhibit B

- i. Occupant Interview/Questionnaire. The Risk Assessment is conducted by the Inspector/Assessor to obtain information on family use patterns (e.g., where young children, if any, sleep, play and eat; use of entrances and windows; house cleaning practices; gardening) and renovation activity.
 - ii. Visual assessments of building condition and paint condition. This shall include a Building Condition Survey summary and a Paint Condition Survey.
 - iii. On-site sampling and testing for deteriorated lead-based paint, lead-contaminated dust, and lead-contaminated soil.
 - iv. Report explaining the results and options for reducing lead-based paint hazards that will be performed at the residence.
3. A X-ray Florescence (XRF) device must be used and provided by the Inspector/Assessor, be up-to-date, and guaranteed to operate in accordance with the manufacturer's Performance Characteristic Standards.
4. Contractor must be able to schedule and complete LIRAs within seven working days or less of request. Special or emergency requests will need a quicker response time.
5. Contractor must be willing to conduct LIRAs in all areas of the County of Fresno.

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor(s) or any third parties, Contractor(s), at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor(s) shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor(s)'s policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor(s) shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor(s) shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor(s) signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor(s) shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

Exhibit C

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor(s) has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor(s)'s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor(s) shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor(s) shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor(s) shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor(s) or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor(s) has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor(s) shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor(s) waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor(s) is solely responsible to obtain any policy endorsement that may be necessary to

Exhibit C

accomplish that waiver, but the Contractor(s)'s waiver of subrogation under this paragraph is effective whether or not the Contractor(s) obtains such an endorsement.

- (F) **County's Remedy for Contractor(s)'s Failure to Maintain.** If the Contractor(s) fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor(s). The County may offset such charges against any amounts owed by the County to the Contractor(s) under this Agreement.
- (G) **Subcontractors.** The Contractor(s) shall require and verify that all subcontractors used by the Contractor(s) to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor(s) to provide services under this Agreement using subcontractors.

Exhibit D

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a Contractor(s)'s board of directors ("County Contractor(s)"), 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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

(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:	