

1 AGREEMENT

2 THIS AGREEMENT is dated October 31, 2017, and is between the County of
3 Fresno, a political subdivision of the State of California, on behalf of County Service
4 Area No. 1 ("COUNTY"), and Mark Herrold, Sole Proprietor, P.O. Box 334, Shaver Lake
5 Ca 93664 ("CONTRACTOR").

6 RECITALS

7 WHEREAS, the COUNTY wishes to contract for snow removal services on roads
8 in County Service Area No. 1, as shown on the map attached to this agreement as
9 exhibit A ("Service Area"); and

10 WHEREAS, the COUNTY has issued a request for quotation for snow removal
11 service in the Service Area, and

12 WHEREAS, the CONTRACTOR is willing and able, and submitted the low bid to
13 provide snow removal services for the Service Area.

14 The parties therefore agree as follows:

15 I. CONTRACTING OF CONTRACTOR:

16 A. The COUNTY hereby contracts with the CONTRACTOR as an
17 independent contractor to provide services under this agreement.

18 B. Subject to section 15 of this agreement, the CONTRACTOR may retain
19 subcontractors as CONTRACTOR requires to assist in providing services under this
20 agreement. Compensation to be paid by the COUNTY to CONTRACTOR under this
21 agreement will not be increased if CONTRACTOR retains any subcontractors. The
22 COUNTY has no obligation to compensate any subcontractors retained by
23 CONTRACTOR to assist in providing services under this agreement.

24 C. The CONTRACTOR shall provide all services under this agreement as
25 expeditiously as is consistent with the professional skill and the orderly progress of the
26 work.

27 The contact person for the CONTRACTOR shall be:

28 Name: Mark Herrold
29 Phone: (559)893-3258
30 FAX: (559)
E-mail: herrold7300ft@live.com

2. CONTRACTOR OBLIGATIONS:

The CONTRACTOR shall have the following **SCOPE OF WORK / DUTIES AND RESPONSIBILITIES**: CONTRACTOR shall provide snow removal services in the Service Area. Snow removal at all times shall be done in a manner to preserve and protect the roads to the extent necessary to insure safe and efficient transportation. The work shall be performed in a professional, workmanlike manner, and CONTRACTOR shall use those methods and equipment consistent with the best practices of the snow removal trade. Snow removal services are divided into two periods: The "November through April Snow Removal Period" begins at 12:00 AM on November 1, and lasts through 12:00 PM on the following April 30. The "Out-of-Season Snow Removal Period" is begins at 12:00 PM on April 30 and last through 12:00 AM on the following November 1. The CONTRACTOR's responsibilities and duties are detailed below.

A. The CONTRACTOR's responsibilities and duties for the November through April Snow Removal Period are as follows.

1. Before November 1, the CONTRACTOR shall:

a. Provide COUNTY staff with current certificates of insurance for all categories of required coverage.

b. Conduct an inspection of the roadways in the Service Area, while accompanied by the COUNTY Representative (as defined below), and one or more Citizens Advisory Council members for the relevant zone of County Service Area No. 35 within the Service Area, to accomplish all of the following:

(i) Document in writing and in digital photographs the location and extent of any previous damage to roadway pavement, curbs, gutters, driveway approaches, drainage and sewer collection facilities. The documentation shall be transmitted to the COUNTY Representative promptly and will be retained by the COUNTY as a benchmark for evaluating future damage.

(ii) Determine where snow poles are needed to be placed. The CONTRACTOR shall give particular attention to areas susceptible to damage during the performance of snow removal services, such as curves in the

roadway or cul-de-sacs. The CONTRACTOR can obtain snow poles from the COUNTY's Special Districts staff by written request (which may include by email). Snow poles should be placed close to roadside curbing and close enough to each other to guide the snow removal equipment operator away from causing damage to curbs and other obstacles.

c. Contact the Permit Engineer in the Road Maintenance and Operations Division of the COUNTY Department of Public Works and Planning and obtain an encroachment permit for snow removal for all eligible roadways.

CONTRACTOR is solely responsible to pay encroachment permit fees. If CONTRACTOR fails to obtain encroachment permits COUNTY may terminate this agreement.

2. During the November through April Snow Removal Period, the CONTRACTOR shall:

a. Have all necessary equipment in working and well-maintained condition, have all necessary materials (such as sand) on hand, and have all necessary labor available 24 hours a day, seven days a week, to perform snow removal services in the Service Area.

b. Perform snow removal operations in the Service Area such that **snow does not accumulate to more than three (3) inches in any one place including during storms.** The CONTRACTOR must commit the necessary equipment and manpower to reach the above referenced standard, no matter what other snow removal commitments it has, and no matter the length of roadways or the amount of snow. The COUNTY Representative may allow CONTRACTOR to deviate from the above referenced standard in extreme or abnormal situations.

c. Clear the roadways of snow in the Service Area (i) so that **two (2) traffic lanes** are open at all times, or (ii) if a roadway is not wide enough for two traffic lanes, to within two (2) feet of curbs or edge of roadway pavement. For example, at the top of Cordwood Lane, the lack of adequate snow storage area due to overgrown trees at curb's edge might reduce the snow clearance width to slightly less than two traffic lanes in an average or above average snow season.

1 d. Make every reasonable effort to avoid piling or pushing
2 snow up on driveway approaches or access ways.

3 e. To limit potholing and rutting of the roads, remove snow
4 that accumulates and packs during a storm as soon as weather conditions permit,
5 even if the accumulation is less than three inches. Provided, however, that where the
6 road surface has tree roots erupting, the CONTRACTOR may leave a small
7 accumulation of snow, if snow removal would further damage the road surface. Such
8 areas include the intersection of Flintridge and Cordwood at the lower end near
9 Tamarack Lodge and the corner.

10 f. Maintain and keep clear of snow all over-board drains
11 provided on the subject roadways.

12 g. Remove snow from fire hydrants in order to keep them all
13 accessible and maintainable.

14 h. Apply sand to road areas that are slippery or subject to
15 icing or at the request of the COUNTY Representative.

16 i. Be responsible, and indemnify the COUNTY, for all
17 damages to public and private property resulting from snow removal and ancillary
18 services. If the CONTRACTOR damages COUNTY-owned property or property that
19 the COUNTY is responsible for maintaining, the COUNTY Representative shall
20 determine, and notify the CONTRACTOR in writing, whether the CONTRACTOR is
21 directly responsible to repair the damages or shall pay the COUNTY for the actual
22 cost of repair within 15 days after written notice.

23 j. Without additional compensation, remove snow or ice that
24 accumulated because CONTRACTOR failed to ensure that snow did not accumulate.
25 The COUNTY is not responsible for any damage or injury to equipment or persons
26 resulting from the removal of accumulated snow or ice.

27 k. Respond in writing to the COUNTY Representative about
28 complaints made by residents in the Service Area.

29 l. Replace all snow poles damaged or removed during the
30 season.

1 3. After the November through April Snow Removal Period, the
2 CONTRACTOR shall:

3 a. Provide street sweepings on all roadways in the Service
4 Area that received by snow removal services, preferably before the Memorial Day
5 weekend, unless prohibited by unseasonable snows. The purpose of street sweeping
6 is to remove excess sand and debris and whatever has been deposited in roadways
7 due to snow removal. The CONTRACTOR may sweep and clean the roads manually
8 to reduce damage to the pavement.

9 b. Repair all surfaces, curbs, bent snow poles and signs, and
10 other facilities that were damaged by snow removal. The COUNTY Representative
11 may withhold payment under this agreement until repairs are made.

12 B. For the Out-of-Season Snow Removal Period: If snowstorm episodes
13 occur during the Out-of-Season Snow Removal Period, the COUNTY Representative
14 may give verbal authorization to the CONTRACTOR to remove snow from an area
15 within the Service Area. The COUNTY Representative may determine the level of
16 service, type of equipment, and manpower levels that may or may not match the level
17 of service provided in the November through April Snow Removal Period. Unless
18 there are extraordinary conditions that imminently jeopardize the health and safety of
19 residents, or will result in damage to vital equipment or property, the CONTRACTOR
20 shall not provide snow removal services until the COUNTY Representative provides
21 verbal authorization. If extraordinary conditions occur, the CONTRACTOR shall
22 inform the COUNTY Representative in writing of the reason for initiating snow removal
23 without verbal authorization.

24 C. If there are complaints of insufficient services by the CONTRACTOR, the
25 COUNTY Representative will ask complainants to provide digital photo images with
26 time stamps. If the COUNTY Representative receives a first complaint of insufficient
27 service, the CONTRACTOR shall investigate and provide a written response to the
28 COUNTY regarding the circumstances.

29 D. If the COUNTY Representative receives a second complaint about the
30 same insufficient service, or about similar insufficient service after a later snow storm

1 and is not satisfied with the written explanation provided by the CONTRACTOR, the
2 COUNTY Representative may request a meeting with the CONTRACTOR to discuss
3 any improvements in operation the CONTRACTOR can provide.

4 E. If the COUNTY Representative receives a third complaint about the
5 same insufficient service, or about similar insufficient service after a later snow storm
6 and is not satisfied with the CONTRACTOR's written response, the COUNTY
7 Representative may assess liquidated damages of up to ten percent (10%) of the
8 monthly's compensation. Further complaints about the same insufficient service, or
9 about similar insufficient service, are cause for the COUNTY to terminate this
10 agreement.

11 3. COUNTY's OBLIGATIONS:

12 A. COUNTY shall compensate the CONTRACTOR as provided in this
13 agreement.

14 B. The COUNTY Representative is the COUNTY Director of Public Works
15 and Planning or his or her designee. The CONTRACTOR shall communicate and
16 coordinate with the COUNTY Representative, who will provide the following services:

17 1. Examine documents and written notices submitted to the COUNTY
18 by the CONTRACTOR and timely render decisions as needed; and

19 2. Provide communication between the CONTRACTOR and COUNTY
20 officials and staff.

21 C. COUNTY Representative shall consider all matters submitted by the
22 CONTRACTOR for approval in a manner reasonably calculated to avoid substantial
23 delays in the CONTRACTOR's provision of services under this agreement.

24 4. COMPENSATION:

25 A. For the November Through April Snow Removal Period, the COUNTY
26 shall pay and the CONTRACTOR shall receive as compensation for services under
27 this contract, \$32,500 for CSA 1 Internal Roads, to be paid in five monthly installments
28 of \$6,500 each, and \$2,500 for CSA 1 Access way to Wastewater Treatment Plant 12
29 feet wide by 100 feet long, to be paid in five monthly installments of \$500 each.
30 Monthly installments are paid in November, December, January, February, and March.

1 B. For the Out-of-Season Snow Removal Period, the COUNTY shall pay
2 and the CONTRACTOR shall receive as compensation for services under this
3 agreement payment at the rate of \$200 per hour. To be paid, the CONTRACTOR
4 shall submit in writing the hours engaged in Out-of-Season snow removal when a
5 minimum of three inches has accumulated on the subject roadway. No allowance will
6 be made for travel time to and from the service area.

7 C. Except as provided in paragraph D below, regarding inflation
8 adjustments, the compensation paid to the CONTRACTOR shall not exceed \$42,000.

9 D. CPI ADJUSTMENT: For each of the two additional one year extensions
10 past the two year term, the price quote(s) will be adjusted based on the Consumer
11 Price Index (CPI) All Urban Consumers for San Francisco-Oakland-San Jose, CA,
12 Standard Metropolitan Statistical Area published by the United States Department of
13 Labor, Bureau of Labor Statistics or any successor index. The CPI information will be
14 taken from the U.S. Department of Labor's website: <http://www.bls.gov/cpi/>.
15 The price quote(s) for an average year for the November through April snow removal
16 period and rate(s) per hour for Out-of-Season snow removal shall be adjusted as
17 follows.

18 1. In the fourth year of the service Agreement, if both the COUNTY
19 Representative and CONTRACTOR agree to extend the Agreement by one year, the
20 CPI value for April 2017 will be subtracted from the CPI value for April 2020 and the
21 difference divided into the April 2017 value to determine the percentage change in the
22 CPI from April 2017 to April 2020. The percentage change will be calculated to a
23 tenth of one percent. If the COUNTY Representative and the CONTRACTOR agree
24 to extend the Agreement in the fourth year, all compensation amounts will be adjusted
25 up by the percentage change from April 2017 to April 2020 not to exceed nine percent
26 (9%).

27 2. In the fifth year of the service Agreement, if both the COUNTY
28 Representative and CONTRACTOR agree to extend the Agreement by one year, the
29 CPI value for April 2020 will be subtracted from the CPI value for April 2021 and the
30 difference divided into the April 2020 value to determine the percentage change in the

1 CPI from April 2020 to April 2021. If the COUNTY Representative and the
2 CONTRACTOR agree to extend the Agreement in the fifth year, all compensation
3 amounts will be adjusted up by the percentage change not to exceed three percent
4 (3%).

5 3. If the percentage change is zero or negative, the respective
6 quotations and hourly rates shall remain the same in either or both of the third or the
7 fourth year of the Agreement.

8 5. INVOICING:

9 CONTRACTOR shall send invoices required under this agreement to:

10 Fresno County Department of Public Works and Planning
11 Resources Division, Special Districts Section
12 2220 Tulare Street, Sixth Floor
Fresno, CA 93721-2106

13 6. PAYMENT:

14 Upon receipt of a proper invoice, the COUNTY will take a maximum of forty-five
15 (45) working days to review, approve, and issue payment through the COUNTY Auditor-
16 Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices may be
17 returned to the CONTRACTOR for correction and resubmittal.

18 7. TERM AND EXTENSION:

19 This agreement is effective when signed and terminates on October 31, 2020,
20 provided however that this agreement may be extended for no more than two one-year
21 periods after October 31, 2020, by the COUNTY Representative. To exercise each one-
22 year extension, the COUNTY Representative will notify the CONTRACTOR of the
23 extension by written letter before June 30, 2020, for the first extension and before June
24 30, 2021, for the second extension.

25 8. DEFAULT:

26 In case of default by CONTRACTOR, the COUNTY may procure snow removal
27 services from another source and may recover the loss occasioned thereby from any
28 unpaid balance due the CONTRACTOR or by any other legal means available to the
29 COUNTY.

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1 9. TERMINATION:

2 A. Non-Allocation of Funds - The terms of this agreement, and the services
3 to be provided thereunder, are contingent on the approval of funds by the COUNTY.
4 Should sufficient funds not be allocated, the services provided may be modified, or this
5 agreement terminated, at any time by giving the CONTRACTOR thirty (30) days
6 advance written notice.

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

- 9 1) An illegal or improper use of funds;
10 2) A failure to comply with any term of this agreement;
11 3) A substantially incorrect or incomplete report submitted to the
12 COUNTY;
13 4) Improperly performed service.

14 In no event shall any payment by the COUNTY constitute a waiver by the
15 COUNTY of any breach of this agreement or any default, which may then exist on the
16 part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy
17 available to the COUNTY with respect to the breach or default. The COUNTY shall
18 have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
19 funds disbursed to the CONTRACTOR under this agreement, which in the judgment of
20 the COUNTY were not expended in accordance with the terms of this agreement. The
21 CONTRACTOR shall promptly refund any such funds upon demand.

22 C. Without Cause - Under circumstances other than those set forth above,
23 this agreement may be terminated by either party upon the giving of ninety (90) days
24 advance written notice of an intention to terminate to other party. In the event of such
25 termination, the CONTRACTOR shall be paid for satisfactory services or supplies
26 provided to the date of termination.

27 10. LAWS AND REGULATIONS:

28 The CONTRACTOR shall comply with all laws, rules and regulations whether
29 they are Federal, State or municipal, which may be applicable to CONTRACTOR's
30 business, equipment and personnel engaged in service covered by this Agreement.

11. AUDITS AND INSPECTIONS:

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

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

12. HOLD HARMLESS:

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this agreement.

13. INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this agreement:

Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million and No/100 Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-

Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars and No/100 Dollars (\$250,000.00) per person, Five Hundred Thousand and No/100 Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand and No/100 Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand and No/100 Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

Within thirty (30) days from the date CONTRACTOR executes this agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the COUNTY Department of Public Works and Planning, Resources Division, Special Districts Section, stating that such insurance coverage have been obtained and are in full force; that the COUNTY, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the COUNTY, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-

1 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
2 only and not contributing with insurance provided under CONTRACTOR's policies
3 herein; and that this insurance shall not be cancelled or changed without a minimum of
4 thirty (30) days advance, written notice given to COUNTY.

5 In the event CONTRACTOR fails to keep in effect at all times insurance
6 coverage as herein provided, the COUNTY may, in addition to other remedies it may
7 have, suspend or terminate this agreement upon the occurrence of such event. All
8 policies shall be with admitted insurers licensed to do business in the State of California.
9 Insurance purchased shall be purchased from companies possessing a current A.M.
10 Best, Inc. rating of A FSC VII or better.

11 14. INDEPENDENT CONTRACTOR:

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

25 B. Because of its status as an independent contractor, CONTRACTOR shall
26 have absolutely no right to employment rights and benefits available to COUNTY
27 employees. CONTRACTOR shall be solely liable and responsible for providing to, or on
28 behalf of, its employees all legally-required employee benefits. In addition,
29 CONTRACTOR shall be solely responsible and save COUNTY harmless from all
30 matters relating to payment of CONTRACTOR's employees, including compliance with

Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

15. NON-ASSIGNMENT:

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

16. AMENDMENTS:

Except as provided in section 7, this agreement may be amended only by written agreement signed by both parties.

17. CONTRACTOR'S LEGAL AUTHORITY:

Each individual executing this Agreement on behalf of CONTRACTOR, a sole proprietor, hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute and deliver this Agreement on behalf of such sole proprietor; and (ii) that this Agreement is binding upon such proprietor.

18. NOTICES:

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

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

CONTRACTOR
MARK HERROLD
PO Box 334
Shaver Lake, CA 93664

All notices between the COUNTY and the CONTRACTOR provided for or permitted under this agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery,

1 addressed to the recipient. A notice delivered by telephonic facsimile is effective when
2 transmission to the recipient is completed (but, if such transmission is completed outside
3 of COUNTY business hours, then such delivery shall be deemed to be effective at the next
4 beginning of a COUNTY business day), provided that the sender maintains a machine
5 record of the completed transmission. For all claims arising out of or related to this
6 agreement, nothing in this section establishes, waives, or modifies any claims presentation
7 requirements or procedures provided by law, including but not limited to the Government
8 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

9 19. VENUE AND GOVERNING LAWS:

10 This agreement shall be construed, interpreted and enforced under the laws of
11 the State of California. Venue for any action shall only be in County of Fresno.

12 20. INCONSISTENCIES:

13 In the event of any inconsistency in interpreting the documents which constitute
14 this agreement, the inconsistency shall be resolved by giving precedence in the
15 following order of priority: (1) the text of this agreement, excluding exhibit A; (2) exhibit
16 A to this agreement.

17 21. SEVERABILITY:

18 If a court of competent jurisdiction finds that any provision of this agreement is
19 invalid, this agreement shall be construed as not containing such provision, and all other
20 provisions which are otherwise lawful shall remain in full force and effect.

21 22. ENTIRE AGREEMENT:

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

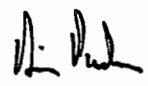
26 [SIGNATURE PAGE FOLLOWS]
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28
29
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IN WITNESS WHEREOF, the parties have executed this agreement on the date
set forth above.

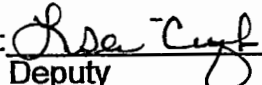
MARK HERROLD

COUNTY OF FRESNO

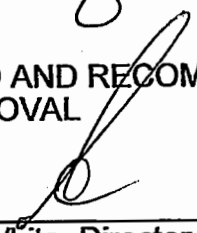
BY: 
Mark Herrold, Owner


Brian Pacheco, Chairman
Board of Supervisors

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

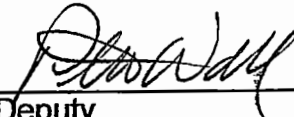
By: 
Deputy

REVIEWED AND RECOMMENDED
FOR APPROVAL

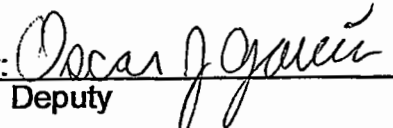
By: 
Steven E. White, Director
Department of Public Works and
Planning

FOR ACCOUNTING USE ONLY
CSA 1 CSA 1 Zone S
Subclass: 16000 Subclass: 16010
Org. No: 9141 Org. No: 9302
Account: 7220 Account: 7220
Fund 0740 Fund 0740

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg
County Counsel

By: 
Deputy

APPROVED AS TO ACCOUNTING
FORM
Oscar J. Garcia, CPA
Auditor-Controller/ Treasurer-Tax
Collector

By: 
Deputy

