

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and CSG Consultants, Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated May 1, 2015.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

☐ The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2015, to a new expiration date of June 30, 2016.

b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

The following additional tasks are added to Attachment A to the original contract (Exhibit 1):

The IWM program has several significant responsibilities that include:

- Task 6: Completing facility compliance requirements per Cal Recycle and other state and local agencies

- Task 7: Meeting requirements of the IWM program per the Cost Sharing Agreement;
- Task 8: Administering the IWM Regional Agency to meet state-mandated requirements
- Task 9: Managing cost accounting and tracking of revenues per the Cost Sharing Agreement
- Task 10: Managing franchise agreement requirements per the agreement with Recology
- Task 11: Providing industry expertise in solid waste management for staff, the Ad Hoc Committee and the Board of Supervisors
- Task 12: Managing the haulers operating under the non-franchised agreement
- Task 13: Managing the Household Hazardous Waste Program (HHW)
- Task 14: Administering grants programs per the Cal Recycle City/County program

These responsibilities are further defined in the following table:

Scope of Services Hours and Cost

Project / Tasks	Staff	Rate	Hours / Year	Cost / Year
Task 6: Facility Compliance and Facility-related Contract Compliance				
Complete compliance requirements for IWM facilities per CalRecycle and other state and regional agency requirements. Ensure landfill operator is meeting requirements of the Landfill Operating Agreement and the JSLF Joint Technical Document (JTD). Complete on site compliance at JSLF, confer with Cal Recycle staff and complete reporting. Complete analysis of rate adjustment from WCI. Meet with WCI staff on periodic basis to discuss requirements.	Bob Cushing	\$115	108	\$12,420
	Lisa Ochoa	\$90	144	\$12,960
	Kathleen Gallagher	\$120	72	\$8,640
	Gene Diaz	\$85	24	\$2,040
Subtotal			348	\$36,060

Project / Tasks	Staff	Rate	Hours / Year	Cost / Year
Task 7: Legislative Requirement Compliance				
Complete contract compliance requirements for CalRecycle reporting for AB 939, SB 1016, AB 341 and AB 1826.	Kathleen Gallagher	\$120	120	\$14,400
Complete EAR and other report requirements for submittal to CalRecycle.				
Meet with Cal Recycle staff on periodic basis to discuss requirements				
Subtotal			120	\$14,400
Task 8: IWM Cost Accounting/Tracking				
Develop report of current IWM cost tracking and accounting, and provide recommendations for improved management of program. (Per the Cost Sharing Agreement, the County, on behalf of the Regional Agency, is to be the depository and have custody of all the Regional Agency's money, and provide accountability of funds received and disbursed by the Regional Agency.)	Kathleen Gallagher	\$120	144	\$17,280
	Bob Cushing	\$115	60	\$6,900
Subtotal			204	\$24,180
Task 9: Franchise Agreement (Recology) Contract Administration				
Administer the franchise agreement requirements for the Regional Agency to ensure the residential, commercial, and public facilities are receiving the contracted services from the franchised hauler, Recology.	Kathleen Gallagher	\$120	60	\$7,200
Meet with Recology staff on periodic basis to discuss requirements.				
Subtotal			\$60	\$7,200
Task 10: Non-Franchised Agreements Contract Compliance				
Administer the non-franchise agreement and ensure franchise fee are submitted to the IWM program. Complete reporting requirements.	Kathleen Gallagher	\$120	24	\$2,880
Subtotal			24	\$2,880
Task 11: Household Hazardous Waste (HHW) Program				
Complete Household Hazardous Waste (HHW) grant application documents.	Kathleen Gallagher	\$120	24	\$2,880
	Lisa Ochoa	\$90	48	\$4,320
Subtotal			72	\$7,200

Project / Tasks	Staff	Rate	Hours / Year	Cost / Year
Task 12: IWM Program Management Recommendations				
Provide recommendations to staff regarding the core requirements and responsibilities of the IWM that are detailed in the Cost Sharing Agreement and provide options how the IWM program can be streamlined.	Kathleen Gallagher	\$120	108	\$12,960
Subtotal			\$108	\$12,960
Task 13: Used Oil Grant Program				
Complete Used Oil Grant application documents.	Kathleen Gallagher	\$120	24	\$2,880
Subtotal			24	\$2,880
Task 14: Reporting to Board of Supervisors and County staff and Program Management				
Provide status reports to staff and Board of Supervisors on progress in IWM related programs.	Kathleen Gallagher	\$120	120	\$14,400
Participate in Board of Supervisors, Ad Hoc Committee, and staff meetings as requested.	Bob Cushing	\$115	24	\$2,760
Subtotal			144	\$17,160
TOTAL			1,104	\$124,920

Scope of Services Hours and Cost Assumptions

Hours and Costs in this scope of services assume that CSG staff will receive requested information from franchised and non-franchised haulers, WCI, County staff, and other stakeholders in a timely manner.

Except at expressly modified in this amendment, all other terms set forth in Attachment A in Exhibit 1 remain in full force and effect.

[] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. **Payment Terms. (Check one.)**

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:
(Insert modified or new payment terms.)

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add additional compensation in the amount not to exceed \$125,000.00 for the additional services to be provided during Fiscal Year 2015-2016 under this Amendment #1. Paragraph B-3, as modified, shall read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
☒ a total sum not to exceed \$135,000.00,
comprised of the following:

- original contract: \$10,000.00
- 1st Amendment: \$125,000.00

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

Paragraph B-4 (Special Compensation Terms) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add compensation for the additional tasks set forth in this Amendment #1. Paragraph B-4, as modified, shall read as follows:

B-3. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation
☒ The following specific terms of compensation shall apply:

The CONTRACTOR shall be paid in arrears of services provided for each Task with a total sum not to exceed \$125,000.00; and will not be paid without an itemized invoice for the hours worked on each identified Task, which are listed in Attachment A to the original contract (Exhibit 1) and in the table set forth in this Amendment #1, paragraph 2(b). The CONTRACTOR shall list Contract

Number C14301008 on all invoices submitted to the County.

FEE SCHEDULE:

In consideration for the work accomplished in Tasks 1-5, CONTRACTOR shall be compensated based on the hourly rates identified in Attachment A on Page 4 of the original contract (**Exhibit 1**) for the work done for Tasks 1-5, which are also identified on Page 4 of Attachment A.

In consideration for the work accomplished in Tasks 6-14, CONTRACTOR shall be compensated based on the hourly rates identified in the table set forth in this Amendment #1, paragraph 2(b), for the work done for Tasks 6-14, which are also identified in the Table set forth in this Amendment #1, paragraph 2(b).

In the event there is an unanticipated cost overrun on any particular task, then the CONTRACTOR may request, and the County Administrative Officer may grant authorization of the transfer of unused budget from an already completed task into the current task. The form of such request and authorization shall be in writing.

Except at expressly modified in this amendment, all other payment terms set forth in Attachment B in Exhibit 1 remain in full force and effect.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

☐ a total lump sum payment of \$_____, or

☐ a total sum not to exceed \$_____

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

☐ There are no additional terms of compensation.

☐ The following specific terms of compensation shall apply:
(Specify)

d. Other Terms. (Check one.)

☒ There are no other terms of the original contract that are modified.

☐ Other terms of the original contract are modified only as specified below:

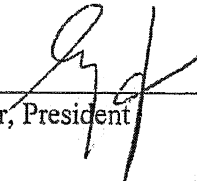
Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR



Cyrus Kianpour, President

6/10/15

Date

COUNTY

San Benito County Board of Supervisors



Margie Barrios, Chair

6/16/15

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Shirley L. Murphy, Deputy County Counsel

June 10, 2015

Date

EXHIBIT 1
TO AMENDMENT # 1

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and CSG Consultants, Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on May 1, 2015, and end on June 30, 2015 unless sooner terminated as specified herein.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. **Termination.**

The number of days of advance written notice required for termination of this contract is
60 days.

7. **Specific Terms and Conditions** (check one)

- ☒ [X] There are no additional provisions to this contract.
- ☐ [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☐ [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. **Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: Ray Espinosa	Name: Robert Cushing
Title: County Administrative Officer	Title: Code Enforcement Manager
Address: 481 4 th Street Hollister, CA 95023	Address: 1700 South Amphlett Blvd Room 300 San Mateo, CA 94402
Phone: (831) 636-4000	Phone: (650) 333-0854
Fax: (831) 636-4010	Fax:

SIGNATURES

APPROVED BY COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Date: 5/1/15

APPROVED BY CONTRACTOR:

Name: CYRUS KHANPOUR

Title: PRESIDENT

Tax I.D. or Social Security No.:

91-2053749

Date: 5/1/15

APPROVED AS TO LEGAL FORM:

Matt Granger, San Benito County Counsel

Matt Granger

Date: 5-1-2015

ATTACHMENT A
Scope of Services for
San Benito County Regional Integrated Waste Management Program
CSG Consultants, Inc.

OVERVIEW

Scope of Services for Facility and Contract Compliance for the Regional Integrated Waste Management Program (RIWM) for San Benito County

- CSG will assess RIWM's facility contract compliance requirements
- CSG will complete review of the RIWM program management responsibilities
- Complete time sensitive compliance reporting documents for the RIWM in coordination with the County of San Benito, and the Cities of Hollister and San Juan Bautista

PROJECT DETAIL

TASK 1: ASSESS OVERSIGHT REQUIREMENTS OF RIWM LANDFILL AND FACILITY OPERATIONS, MONITORING AND COMPLIANCE REPORTING

CSG will complete assessments of the required monitoring and compliance reporting for RIWM facilities.

CSG will serve as the compliance project manager (for LEA requirements) for the John Smith landfill and the vendor, Waste Connections Inc. (WCI), and assess the requirements for on-site monitoring and data review. CSG will assess the required reporting to CalRecycle and other agencies. CSG will evaluate the requirements that ensure WCI complies with all contractual obligations and remains in compliance with local, regional and state regulations and guidelines in their operations. CSG will assess the response protocol for conditions or issues that fail to meet the LEA guidelines and regulations. *Note: under the most recent contract, WCI is responsible for all monthly, quarterly and annual reports.* CSG will complete an assessment of the monitoring and compliance reporting requirements for the additional (open and closed) RIWM Facilities.

CSG will complete an evaluation of the required groundwater monitoring, gas monitoring, and contract compliance that will include an assessment of the analysis of groundwater monitoring and contract compliance requirements completed by the vendor, "Golder and Associates." CSG will review the vendor's semi-annual and annual reports to the Central Coast Regional Water Quality Control Board. CSG will assess the required oversight of the extraction well and will assess the requirements for the monitoring of the performance of the vendor, "Field Solutions, Inc." CSG will assess the required review of "Field Solutions Inc." and assess the quarterly maintenance performance and reporting to the DTC. (CSG will confer with SBC staff regarding reporting to DTC). CSG will complete assessment of the landfill gas monitoring operation and reporting requirements.

Deliverable: CSG will submit the RIWM Compliance Summary Assessment Table (see sample below) of all RIWM facilities to detail the status of facility monitoring and compliance reporting requirements. This document will enable County staff to quickly assess compliance requirements and compliance status of all RIWM facilities.

Facility Monitoring Compliance Summary Assessment Report (Sample Report)

Facility	Facility Monitoring / Reporting Requirements	Additional Compliance Requirements	Compliance Status / Additional Information
John Smith Road Landfill (active)			
San Benito County Resource Recovery Park (planned)			
Herbert Compost Operation (active)			
Chapin Plant 25 -- Chapin Ready Mix (active)			
Phil Foster Ranch Composting Operation (active)			
Comgro, Inc. (active)			
Clean Green Recycling (active)			
RJR Recycling (active)			
Industrial Waste Treatment Facility (closed)			
Harts Landfill (closed)			
Old San Juan Dump (closed)			
Teledyne-McCormick-Selph (closed)			

TASK 2: ASSESS COST TRACKING AND FRANCHISE FEE PAYMENTS STATUS AND COMPLIANCE

CSG will complete assessments of cost tracking and franchise fee payments due to the RIWM Program.

Deliverable: CSG will provide a limited cost tracking and franchise fee payment assessment, and provide County staff with a report on the status of payments and make initial recommendations regarding cost tracking and payments.

TASK 3: ASSESS PROGRAM MANAGEMENT RESPONSIBILITIES OF THE RIWM PROGRAM

CSG will complete a high-level assessment of the current RIWM Program Management projects that include:

1. Assess compliance status with AB 939, SB 1016, and AB 341, the state mandated diversion requirements and commercial recycling mandates. The reports provide compliance reporting to Cal Recycle regarding diversion and program implementation
2. Compliance status of the requirements of the franchised hauler, Recology, regarding reporting requirements and payment requirements for the garbage, recycling and yard waste franchise agreements
3. Compliance status of payments from haulers operating under the non-exclusive franchise agreements
4. Household Hazardous waste program
5. City/County CRV Program
6. Climate Registry Project
7. Used Oil Grant administration
8. Public Education Program
9. Green Business Program

Deliverable: CSG will provide a brief summary recommendation regarding IWM program management and status and recommended next steps.

TASK 4: ASSESS URGENT AB 939, SB 1016, AND AB 341 COMPLIANCE REPORTS AND COMPLETE CALRECYCLE ELECTRONIC ANNUAL REPORT (EAR) REQUIREMENTS DUE JULY 1, 2015

CSG will assess the programs and diversion reports related to the mandatory annual reporting to CalRecycle, and complete/submit the required CalRecycle reports.

Deliverable: CSG will complete the required Cal Recycle reports for AB 939, SB 1016 and AB 341 due July 1, 2015.

TASK 5: ASSESS URGENT GRANT ADMINISTRATION REQUIREMENTS

CSG will assess the grant funding programs to ensure the RIWM jurisdictions receive and possible steps to retain grant funding.

CSG will complete the reporting requirements due to Cal Recycle, and the grant funding requirements that are due to be completed prior to July 1, 2015.

Deliverable: CSG will complete the time sensitive grant administration requirements and a summary recommendation regarding grant administration.

CSG Staff and Rates

Name	Title / Role	Hourly Rate
Robert Cushing	Code Enforcement Manager	\$115
Kathleen Gallagher	Program Manager	\$120
Lisa Ochoa	Code Enforcement Officer (Lead)	\$90
Gene Diaz	Code Enforcement Officer	\$85

Scope of Service Cost and Hours

Task	CSG Staff	Hours	Cost
1. Assess required monitoring and compliance reporting for RIWM facilities	Robert Cushing	10	\$1,150
	Lisa Ochoa	10	\$900
	Subtotal	20	\$2,050
2. Evaluate cost tracking and franchise fee payments due to the RIWM Program	Robert Cushing	15	\$1,725
	Gene Diaz		
	Kathleen Gallagher	15	\$1,800
	Subtotal	30	\$3,525
3. Assess current diversion, reuse, HHW, and other IWM projects	Kathleen Gallagher	5	\$600
	Robert Cushing	5	\$575
	Subtotal	10	\$1,175
4. Review time sensitive Cal Recycle reporting requirements for AB 939, SB 1016 and AB 341, complete report requirements	Kathleen Gallagher	20	\$2400
	Lisa Ochoa	5	\$450
	Subtotal	25	\$2,850
5. Assess time sensitive grant administration requirements, complete documentation for RIWM grant funds retention	Kathleen Gallagher	3	\$360
	Subtotal	3	\$360
TOTAL		88	\$9,960

Scope of Services Costs and Hours Assumptions

1. Costs and hours in this scope of services assume that CSG staff will receive requested information from vendors, County staff, and other stakeholders in a timely manner. Delays in receiving requested information from vendors and other stakeholders may result in a delay of deliverables and inefficiencies resulting in additional costs.

ATTACHMENT B Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

☐ a total lump sum payment of \$ _____
or

☒ a total sum not to exceed \$ \$10,000

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply:

The CONTRACTOR shall be paid in arrears of services provided for each Task with a total sum not to exceed \$10,000; and will not be paid without an itemized invoice for the hours worked on each identified Task, which are listed in Attachment A. The Contractor shall list Contract Number C14301008 on all invoices submitted to the COUNTY.

EXHIBIT B1 – FEE SCHEDULE

In consideration for the work accomplished, Consultant shall be compensated based on the hourly rates identified in Attachment A on Page 4 for the work done for Tasks 1-5 which are also identified on Page 4 of Attachment A.

END OF ATTACHMENT B.

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.