

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and R3 Consulting Group, Inc., a California Corporation ("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 September 14, 2021, and end on June 30, 2024, unless sooner terminated as specified herein. Unless terminated, this contract shall automatically renew for two (2) successive one (1) year periods (July 1 – June 30) under the same terms and conditions unless either party, not less than thirty (30) days before the expiration of the contract, gives the other party written notice of intent that the agreement not be renewed.

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: \$1,000,000.00 per occurrence / \$2,000,000.00 annual aggregate
- (b) Professional liability insurance: \$1,000,000.00 per claim / \$2,000,000.00 annual aggregate
- (c) Comprehensive motor vehicle liability insurance: \$500,000.00 per person / \$500,000.00 per accident/ \$500,000.00 combined single limit

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

7. Specific Terms and Conditions (check one)

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.

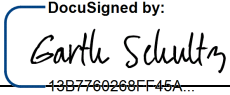
Contract Administrator for COUNTY:
Name: Celina Stotler
Title: IWM Manager
Address: 2301 Technology Parkway
Hollister, California 95023
Telephone No.: 831-801-0718
Fax No.: _____

Contract Administrator for CONTRACTOR:
Name: Rose Radford
Title: Project Manager
Address: 1512 Eureka Road, Suite 220
Roseville, CA 95661
Telephone No.: (415) 347-9536
Fax No.: _____

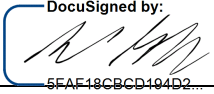
SIGNATURES

APPROVED BY COUNTY:

Name: Bea Gonzales
Chair, San Benito County Board of Supervisors
Date: _____

APPROVED BY CONTRACTOR:


Name: Garth Schultz
Title: President, Principal-in-Charge
Date: 9/3/2021

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office


By: Reed Gallogly, Deputy County Counsel
Date: 9/3/2021

ATTACHMENT A Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the following Consulting Services related to the Solid Waste Management Services for Integrated Waste Management with the Resource Management Agency (RMA), as described in the COUNTY'S Request for Qualifications, RFQ No. IW2021-004 and in CONTRACTOR'S proposal dated July 16, 2021, submitted in response to the RFQ, and as more specifically described below:

The Solid Waste Management Consulting Services is anticipated to enhance the current contracting operations for technical support and assist the Integrated Waste Management staff in program development as needed to ensure excellence in administration of the recycling and waste reduction programs and to meet the CalRecycle mandates for solid waste and household hazardous waste management for its Regional Agency Members that include the City of Hollister and San Juan Bautista and the unincorporated San Benito County.

CONTRACTOR'S services will include but are not limited to the following Tasks, and as described in the COUNTY'S Request for Qualifications, in CONTRACTOR'S Proposal July 16, 2021, submitted in response to the RFQ, and as more specifically described below:

TASK 1 REGIONAL AGENCY COMPLIANCE SUPPORT

CONTRACTOR will provide comprehensive technical support to the Regional Agency in legislative compliance by guiding the Agency in the following main activities:

Municipal Code Updates: CONTRACTOR will review the County Code of Ordinances as well as the municipal codes of Hollister and San Juan Bautista and recommend updates for compliance with recent solid waste law, in particular SB 1383. Given time limitations for SB 1383, we may not be able to provide recommendations for updating and modernizing code language during the first round of municipal code revisions in 2021-22, except to the extent modernization is needed for readability and alignment with the intent of the law. CONTRACTOR will provide the SB 1383 code updates in tracked changes format for review and will attend up to two (2) meetings with each Member Agency to finalize the code updates. CONTRACTOR will be available to attend or present at one (1) public meeting for code adoption for each Member Agency. Additional municipal code recommended updates and support may apply throughout the duration of the contract.

AB 939, AB 341, AB 1826, and EAR Support: CONTRACTOR will assist in review and provide support to the Regional Agency in preparing its annual reports to CalRecycle as requested by the COUNTY, including special assistance to facilitate capacity reporting,

and will provide support to the Regional Agency by providing programmatic adjustment recommendations for regulatory compliance.

SB 1383 Support: While we anticipate that the Regional Agency will apply for and be granted the SB 1383 rural exemption, certain requirements of the law will still apply to the Regional Agency. CONTRACTOR will evaluate the law's requirements as it applies to the Regional Agency and provide recommendations for compliance activities, as well as any programmatic best practices for the Agency to consider implementing voluntarily. CONTRACTOR will provide this analysis in an accessible matrix format which includes SB 1383 regulation section references, a description of the program changes, a recommendation as to responsible parties, a timeline for implementation, and clear, easy to follow next steps to guide the Agency through the next five (5) years. Recommendations may include programmatic changes that would require amendments to the Exclusive and Non-Exclusive Franchise Agreements.

CalRecycle Compliance Support: CONTRACTOR will provide on-going support to the Regional Agency as needed, including attending meetings with CalRecycle and addressing any questions or needs as they arise to meet the diversion target set under AB 939 and subsequent legislation.

*To the extent feasible, all meetings will be held virtually, including meetings with the Regional Agency staff, Member Agency staff, the hauler, and elected officials. In-person meetings will be attended if necessary.

TASK 2 REGIONAL HAZARDOUS WASTE PROGRAMMING

CONTRACTOR will provide support to the Regional Agency staff in Hazardous Waste programming, including:

- Recommend program improvements to the monthly Household Hazardous Waste (HHW) event, the sharps and medication program, and other Regional Agency Hazardous Waste programs as needed;
- Coordination with County Environmental Health, Public Works staff, and the National Stewardship Action Council staff to facilitate tracking of legislative requirements and reporting;
- Preparation and support for upcoming legislation, including SB 212;
- Reporting to CalRecycle, as needed;
- Recommendations and a list of opportunities for use of funds; and
- Presentations to the Board as needed.

TASK 3 NON-EXCLUSIVE AND FRANCHISE AGREEMENT COMPLIANCE

CONTRACTOR will assist in Non-Exclusive Franchise Agreement (NEFA) and Franchise Agreement compliance improvements as follows:

CONTRACTOR understands that the Regional Agency Members hold a 10-year Franchise Agreement with Recology San Benito (Recology) for solid waste, recycling, and organic waste collection services. Additionally, the Cities and County hold NEFA agreements with haulers (including Recology) to provide roll-off bin solid waste collection services, commercial recycling, and C&D recycling.

CONTRACTOR will become familiarized with the current agreements and Regional Agency oversight. CONTRACTOR will identify areas for compliance improvement and make recommendations to COUNTY staff.

CONTRACTOR will assist COUNTY staff in reviewing quarterly reports from the Franchised Hauler and in facilitating quarterly meetings. CONTRACTOR will draft agendas for these meetings and review with Recology any programmatic benchmarks already established to gauge the performance of their programs, including the recycling and organics programs. In cases where there are no established benchmarks, CONTRACTOR will work with Recology to identify appropriate benchmarks that can be used going forward.

CONTRACTOR will also review other reports provided by Recology as needed and provide feedback to Regional Agency staff. CONTRACTOR will provide recommendations to Agency for programmatic adjustments to Recology's activities. If any issues with contractor performance arise, CONTRACTOR will facilitate quick resolution to those issues.

If any Franchise Agreement amendments are anticipated as a result of our analysis in Task 1, CONTRACTOR will provide staff with a consolidated list of deal points and advise COUNTY for negotiations, which may include drafting of agreement language. If full negotiations are anticipated, CONTRACTOR will evaluate current available budget under this contract and provide as much support to the Regional Agency as possible given budget constraints; and, if needed and desired, will provide a separate proposal for full negotiations support.

CONTRACTOR will review NEFA hauler reports and provide recommendations as applicable to facilitate prompt reporting and NEFA hauler oversight.

TASK 4 DATA ANALYSIS OF SOLID WASTE REPORTS AND TRENDS

CONTRACTOR will assist Regional Agency in data and trend data analysis of solid waste reports, as follows:

CONTRACTOR will analyze the past five years of Regional Agency disposal and recycling reporting to identify the origin and destination of the main material flows and identify any discrepancies in the available data, including a trend analysis over time and projections for future tonnages. CONTRACTOR will request additional information from any landfills accepting material from San

Benito County and arrange calls as necessary to resolve any discrepancies that arise, including investigation of changes in reporting due to AB 901 and Recycling and Disposal Reporting System implementation. CONTRACTOR will benchmark the current data against other available diversion data for comparable agencies and provide an assessment of the current diversion success, while clearly identifying any challenges that may exist. This analysis may lead to corrections in the disposal record and will facilitate correspondence with CalRecycle regarding the Regional Agency's disposal tonnages.

CONTRACTOR will review all the reporting provided by Recology and the other haulers, as applicable, and provide feedback and recommendations to the Agency.

TASK 5 RECOMMENDATIONS FOR SOLID WASTE PLANNING AND JPA

CONTRACTOR will make recommendations for improvements in solid waste management, staffing, and planning, in oversight of the San Benito County Integrated Waste Management Joint Powers Agreement, and for County Code for solid waste regulations as specified below:

CONTRACTOR will become familiarized with the current JPA Agreement and the activities conducted by each of the Member Agencies to identify any gaps or conflicts in the current program and recommend changes to operations or the JPA Agreement itself and will prepare Municipal Code updates as a part of Task 1.

CONTRACTOR will provide comprehensive on-call support on an on-call basis and as needed. CONTRACTOR will be available by phone or email promptly to assist in resolving any and all issues as they arise over the course of its engagement with the Regional Agency.

CONTRACTOR will provide limited support to the Regional Agency in reviewing landfill-related matters such as financial and tonnage projections for the landfill. If additional landfill-related support is needed and desired, CONTRACTOR will provide a separate proposal to support the COUNTY.

CONTRACTOR may retain subcontractors, specialized in such Integrated Waste Management disciplines (including, but not limited to, solid waste management, solid waste and recycling data analysis, zero waste planning experience, and solid waste legislative compliance) as the CONTRACTOR requires to assist in completing the work. All subcontractors used by the CONTRACTOR shall be approved in writing by the COUNTY before they are retained by the CONTRACTOR, which approval shall not be unreasonably withheld. The subcontractors listed in Attachment A-1, attached hereto and incorporated herein by reference, shall be considered as approved by the COUNTY. Should the CONTRACTOR retain any subcontractors, the maximum amount of compensation to be paid to the

CONTRACTOR shall not be increased, and any additional compensation to be paid to the CONTRACTOR for such subcontractors' work shall be limited to a maximum of ten (10%) of the total costs incurred by the CONTRACTOR as a result of the subcontractor's involvement in any Task Order. Additional fees other than the 10% markup on subcontractor's charges shall not be reimbursed. The County reserves the right to approve or reject all subconsultants.

END OF ATTACHMENT A

ATTACHMENT A-1**LIST OF POTENTIAL SUBCONTRACTORS**

The following Subcontractors were listed in **R3 Consulting Group, Inc., A California Corporation**, Statement of Qualifications for the RFQ No. IW2021-004 "Solid Waste Management Consulting Services for Integrated Waste Management with the Resource Management Agency", dated April 16, 2021.

SUBCONTRACTORS		
NAME	LOCATION OF BUSINESS	WORK
Scott Hanin Consulting	2322 Arlington Blvd, El Cerrito, CA 94530	Household Hazardous Waste Consulting

*Any additional subcontractors used by the CONTRACTOR must be approved in writing by the COUNTY before they are retained.

**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 \$540,000.00,
One Hundred Twenty Thousand Dollars (\$120,000.00) for year one; or
Two Hundred and Forty Thousand Dollars (\$240,000.00) for a two year
contract; or Three Hundred and Forty Thousand Dollars (\$340,000.00) for
a Three year contract; or Four Hundred and Forty Thousand Dollars
(\$440,000.00) for a four year contract; or Five Hundred and Forty
Thousand Dollars (\$540,000.00) for a five year contract.

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: (Specify)

Services are based in accordance with the rates bellow:

FEE STRUCTURE FOR PERSONNEL

CLASSIFICATION	HOURLY RATE
Principal	\$ 265.00
Project Director	\$ 235.00
Senior Project Manager	\$ 205.00
Project Manager	\$ 185.00
Senior Project Manager	\$ 165.00
Senior Administrative Support	\$ 160.00
Project Analyst	\$ 155.00
Associate Analyst	\$ 145.00
Administrative Support	\$ 125.00
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - Private or company car	At current Federal Rate
Travel - Other	Direct cost
Delivery and other expenses	Direct cost

Rates are Effective September 1, 2021 and are subject to periodic adjustments based on CPI upon prior approval by the COUNTY.

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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

C-29. COUNTERPARTS.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

END OF ATTACHMENT C.