

AMENDMENT TO CONTRACT

2

The County of San Benito (“COUNTY”) and Environmental Innovations, Inc., a California corporation (“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 July 1, 2020.

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, 2022, to a new expiration date of June 30, 2023.

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 Scope of Services:

(Insert modified or new services.)

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.)

CONTRACTOR, for the COUNTY'S benefit, shall provide the following services:

Task 1: Green Business Program Management

- Meet with COUNTY monthly and provide quarterly contract/deliverables status updates
- Meet with and build relationships with strategic partners
- Oversee CONTRACTOR's staff, interns, delivery and budgets
- Develop annual report/presentation for local government
- Report on the environmental outcomes of the Program to the COUNTY of San Benito annually and to the State as required

Task 2: Outreach and Promotions

- CONTRACTOR will advertise publicly and invite all referred businesses to quarterly challenge enrollments
- Take advantage of partner referrals including from Environmental Health, Recology, Chamber of Commerce, and Hollister Downtown Association
- Develop monthly content for local media
- Develop biannual promo kit to announce any in person events
- Present, table, and/or assist at up to four events including partner events and mixers/recognition events
- Promote newly certified business on social media channels
- Special promotional support for Innovators
- Up to three video projects

Task 3: Green Business Program Coordination

CONTRACTOR will coordinate the Green Business Program for the COUNTY including the following tasks:

- Visit COUNTY enrollees and partners in person at least 32 hours per month (excluding any month that COUNTY is in Purple Tier or otherwise state guidance or Natural disaster precludes fieldwork.)
- Develop and share with COUNTY unique action plans for each enrolled business to organize steps and incentivize completion within three months.
- Contact and assist all enrolled businesses, including weekly remote follow-up and up to 2x month in person visits to businesses by appointment.
- Train COUNTY staff interested in conducting Green Business work.
- Attend regularly scheduled meetings up to 2x monthly in person or by phone with COUNTY staff to update and review program priorities and project status.

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 Payment Terms:

(Insert modified or new payment terms.)

Attachment B (Payment Terms) to the original contract, as previously amended (Exhibit 1), is hereby amended to increase the compensation by an additional amount not to exceed \$79,310.00, for services provided under the original contract through the term of this amendment, for a total contract value not to exceed \$218,651.00, as follows:

Original Contract:	\$ 39,985.00
Amendment #1:	\$ 99,356.00
<u>Amendment #2:</u>	<u>\$ 79,310.00</u>
Total:	\$218,651.00

Paragraph B-3 is hereby amended to 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 \$218,651.00,

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 amended to read as follows:

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

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

Item	Est. Hours	Est. Total
Task 1: Green Business Program Management	184	\$16,115.00

Task 2: Outreach and Promotions	154	\$7,845.00
Task 3: Coordination	622	\$47,120.00
Task 4: Administration	60	\$5,530.00
Materials		\$2,700.00
Contract Not to Exceed Total:		\$79,310.00

All other provisions of Attachment B to the original contract (Exhibit 1) shall remain the same.

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:

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:

Environmental Innovations

DocuSigned by:

JOSEPHINE FLEMING

EAB668CA9D7F488...

By: Josephine Fleming, Owner

5/6/2022

Date

COUNTY:

San Benito County Board of Supervisors

By: Bea Gonzales, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:

Reed Gallogly

5FAF18C8CD194D2...

By: Reed Gallogly, Deputy County Counsel

5/9/2022

Date

EXHIBIT 1
TO AMENDMENT # 2

ORIGINAL
CONTRACT

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

AMENDMENT TO CONTRACT# 1

The County of San Benito (“COUNTY”) and Environmental Innovations, Inc., a California corporation (“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 July 1, 2020.

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, 2021, to a new expiration date of June 30, 2022.

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 Scope of Services:
(Insert modified or new services.)

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.)

CONTRACTOR, for the COUNTY'S benefit, shall provide the following services:

Task 1: Green Business Program Management

- Report to Client at monthly meetings
- Host biannual gatherings with key partners to build relationships
- Oversee project staff, interns, delivery and budgets
- Develop annual report/presentation for local government
- Coordinate rebate submissions and any additional monetary incentives
- Apply for sponsorships or grants if applicable
- Lead on deadline-based incentive program design
- Report on the environmental outcomes of the Program to the County of San Benito and the State annually.
- Support of climate action plan and other environmental impact projects to integrate the Program into County planning

Task 2: Green Business Program Outreach and Promotions

- Advertise publicly and invite all referred businesses to quarterly challenge enrollments
- Take advantage of partner referrals including from Environmental Health, Recology, Chamber of Commerce, and Hollister Downtown Association
- Develop monthly content for local media
- Develop biannual promo kit to announce any in person events
- Present, table, and/or assist at up to four events including partner events and mixers/recognition events
- Promote newly certified business on social media channels
- Special promotional support for the first three businesses that achieve Innovator status
- Up to three video projects including Chamber's Green Business Leader Award feature, Innovators, ordinance educational video, or other subjects at direction of San Benito County Integrated Waste Management staff.

Task 3: Green Business Program Coordination

CONTRACTOR will coordinate the Green Business Program for the COUNTY including the following tasks:

- Visit County enrollees and partners in person at least 32 hours per month (excluding any month that County is in Purple Tier or otherwise state guidance or natural disaster precludes fieldwork.)

- Develop and share with COUNTY unique action plans for each enrolled business to organize steps and incentivize completion within three months.
- Contact and assist all enrolled businesses, including weekly remote follow-up and up to 2x month in person visits to businesses by appointment.
- Train new County Integrated Waste Management staff in conducting Green Business work.
- Attend regularly scheduled meetings up to 1x weekly in person or by phone with County staff to update and review program priorities and project status.

Task 4: Environmental Education and Outreach

CONTRACTOR will coordinate the following beyond Green Business program work:

- Where foodware ordinances exist or are being planned, CONTRACTOR will promote and run video info sessions and free phone consults helping businesses comply with foodware ordinances while encouraging them to join the Green Business Program
- Support strategic program development for a future green schools program in FY 22-23
- Design and provide an online hub for all agencies engaged in environmental education work customized based on needs and direction from COUNTY and IWM.

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 Payment Terms:

(Insert modified or new payment terms.)

Attachment B (Payment Terms) to the original contract (Exhibit 1) is hereby amended to increase the compensation by an additional amount not to exceed \$99,356.00, for additional services provided under amendment #1 to the contract, as follows:

Original Contract:	\$ 39,985.00
<u>Amendment #1:</u>	<u>\$ 99,356.00</u>
Total:	\$139,341.00

Paragraph B-3 is hereby amended to 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 \$ 139,341.00,

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 amended to read as follows:

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

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

Item	Est. Hours	Rate	Total
Task 1: Green Business Program Management	310	\$100.00	\$31,000.00
Task 2: Outreach and Promotions	89	\$85.00	\$7,565.00
Task 3: Coordination	342	\$85.00	\$29,070.00
Task 4: Environmental Education	140	\$100.00	\$14,000.00
Support on all tasks	140	\$55.00	\$7,700.00
Materials (prebates, mileage, supplies, etc.)			\$9,996.00
Contract Not to Exceed Total:			\$99,331.00

All other provisions of Attachment B to the original contract (Exhibit 1) shall remain the same.

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:

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:

Environmental Innovations

DocuSigned by:

JOSEPHINE FLEMING

EAB908CA9D7F486...

By: Josephine Fleming, Owner

5/14/2021

Date

COUNTY:

San Benito County Board of Supervisors

Bea Gonzales

By: *Bea Gonzales*, Chair

6/08/2021

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:

Reed Gallogly
NMA
JC

2FAP18CBCE18402...

By: Reed Gallogly, Deputy County Counsel

5/17/2021

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 Environmental Innovations ("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 July 1, 2020, and end on June 30, 2021, 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: \$ 1,000,000.00
- (b) Professional liability insurance: \$ N/A
- (c) Comprehensive motor vehicle liability insurance: \$ 1,000,000.00

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:

Contract Administrator for CONTRACTOR:

Name: Harry Mavrogenes

Name: Josephine Fleming

Title: RMA Director

Title: Environmental Scientist and Owner

Address: 2301 Technology Parkway

Address: _____

Hollister, California 95023

Telephone No.: (831) 636-4170

Telephone No.: (831) 706-7384

Fax No.: (831) 636-4176

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:



Name: Ray Espinosa

Title: County Administrative Officer

Date: 7/10/2020

APPROVED BY CONTRACTOR:

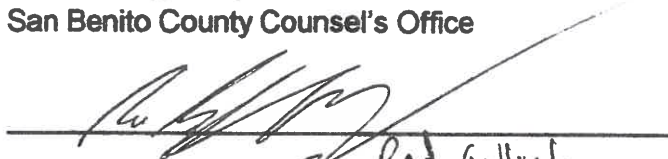


Name: Josephine Fleming

Title: Environmental Scientist and Owner

Date: June 8, 2020

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



By: Shirley L. Murphy, Deputy County Counsel

Date: 7/10/20

ATTACHMENT A

Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the following Consulting services:

Task 1: Green Business Recruitment

- Conduct a minimum of once quarterly in person and/or phone outreach and follow-up to potential Green Businesses, recruiting a minimum of ten total new businesses to the program.
- Organize and promote at least two online webinars highlighting reductions in operational costs and rebates available to businesses that participate. During this webinar interested businesses will learn about the program with a focus on how to reduce operational costs and be environmentally friendly. They will be guided through registration and filling out their checklist. Attendees will be supported to work as a cohort through the following weeks.
- Continue developing content to increase program enrollment and awareness including monthly Green Business Tips for the Mission Village Voice and other local media.
- Present or table at a minimum of two chamber or business association meetings, community events, or other functions identified and supported by the County to recruit business owners to the program. Recruit at least five business owners deemed disadvantaged by the Network's score range on Cal EnviroScreen 3.0.

Task 2: Green Business Program Coordination

- On site for San Benito County business assistance, recruitment, and stakeholder building at least 8 hours per week. Develop unique action plans for each enrolled business to organize steps and incentivize completion within three months. Contact and assist all enrolled businesses, including weekly remote follow-up and weekly in person visits to businesses by appointment. Build on EI staff's existing relationships to coordinate with and maximize continued support from partners, including Integrated Waste Management for San Benito County, Recology, SBC Water Resources Agency, Hollister Downtown Association, and the San Benito County Chamber of Commerce.
- Train County staff interested in conducting Green Business work. Report on the environmental outcomes of the Program to the County of San Benito and the State annually. Assist all interested businesses with rebate processing.
- Completion of Green Business Guidebook, case studies, and additional resources and guidelines for County businesses. Support of climate action plan and other environmental impact projects.

- Collaborate with IWM staff to produce an annual presentation for County staff to share program achievements at Board of Supervisors and Hollister and San Juan Bautista City Council meetings.
- Coordinate regularly scheduled meetings up to 1x weekly in person or by phone with County staff to update and review program priorities and project status.
- Subcontract up to \$5,000 of this contract for energy auditing and PG&E rebate and financing support if needed.

Task 3: Green Business Promotions

- Publish content to support Certified Green Businesses during and after shelter orders are lifted.
- Gathering content for, create, and publish unique Facebook and Instagram posts for each newly certified business.
- Creating three short form videos, each promoting one or more certified businesses.

Task 4: Green Business Reporting

- EI will utilize Cal EPA grant funds awarded to the County to collaborate with County staff on progress and final reports required by the State.
- Goals and Outcomes: Up to 20 businesses will be certified as a combination of Tier 1 (Efficiency Tier), Tier 2 (Certified Tier), and Tier 3 (Innovator Tier) businesses. A minimum of ten new businesses will be enrolled, of which a minimum of five will be deemed disadvantaged according to Cal EnviroScreen 3.0. Every business certified in this time period will be offered up to \$500 in rebates and supported with timely rebate processing.

END OF ATTACHMENT A

**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 \$ 39,985.00

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)

Task	Proposed Personnel	Est Hours	Rate	Cost
Green Business recruitment	Maria Corona, hired intern	63	\$55.00	\$3,465.00
Green Business recruitment and outreach strategy, intern management, tabling, presentations and trainings	Brooke Wright	118	\$85.00	\$10,030.00
Bi-annual report drafting reflecting all SBC GBP outcomes and achievements and submitted to CAGBN for the State of California	Brooke Wright	18	\$85.00	\$1,530.00
Enrolled business assistance and follow-up	Maria Corona, hired intern	356	\$55.00	\$19,580.00
Enrolled business assistance and follow-up; program reporting and strategic planning; train County staff as requested; rebate processing support	Brooke Wright	233	\$85.00	\$19,805.00
Promotional Facebook and Instagram posts for certified businesses	Maria Corona, hired intern	25	\$55.00	\$1,375.00
Promotional videos for certified businesses	Brooke Wright	18	\$85.00	\$1,530.00
Promotional materials, e.g Facebook and Instagram Ads				\$119.91
Mileage				\$600.00
Total				\$58,034.91
<i>Funded through Cal EPA Grant</i>				\$18,049.91
Funded through County Contract				\$39,985.00

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 cost, 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 REQUIRMENTS.

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 and 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 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 on 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 employee 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 the 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 attempt 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. TIMES 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, 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 repaid; 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 employees 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.