

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and SCI Consulting Group ("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, 2019, and end on June 30, 2022, 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: \$2,000,000
- (b) Professional liability insurance: \$2,000,000
- (c) Comprehensive motor vehicle liability insurance: \$2,000,000

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:

Name: Karen Overstreet

Title: Agricultural Commissioner

Address: P. O. Box 699

Hollister, California 95023

Telephone No.: (831) 637-5344

Fax No.: (831) 637-9015

Contract Administrator for CONTRACTOR:

Name: John W. Bliss

Title: Vice President, SCI Consulting Group

Address: 4745 Mangels Boulevard

Fairfield, CA 94534

Telephone No.: (707) 430-4300

Fax No.: (707) 430-4319

SIGNATURES

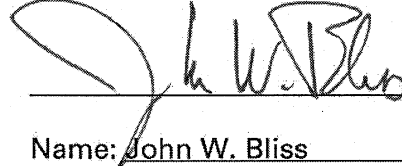
APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:



Name: John W. Bliss

Title: President


Tax I.D. or Social Security No.:

94-2984745

Date: January 23, 2019

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel



By: Shirley L. Murphy, Deputy County Counsel

Date: Feb. 7, 2019

ATTACHMENT A

Scope of Services

CONFIRMATION OF ASSESSABLE PARCELS AND LEVY CALCULATION

1. Meet with County staff, Board, legal counsel and other individuals as needed to establish timeline, assist with development of budgets, review assessment data, and accomplish other tasks related to administration of the assessments.
2. Utilize SCI's statewide data, including current parcel attributes and historical information for every parcel in the County.
3. Obtain current assessor data from the County Assessor and other sources for all parcels within the County and merge with SCI's internal parcel data.
4. Perform a comprehensive audit to identify each parcel that is physically located within the boundaries of the Assessment District. Research and reconcile any parcels that we find to be within the County's boundary, but to be inaccurately identified by the County Assessor.
5. Create a complete and highly accurate database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the assessments.
6. Determine the number of parcels in each land use category, excluding nontaxable parcels.
7. SCI maintains complete files of Assessor Parcel Maps for all parcels in the County. Obtain recently updated or revised maps as necessary. Utilize the maps to confirm current parcel attributes and research newly created parcels.
8. Meet with or contact County staff and contact property owners, County Assessor staff and other parties as needed to obtain information or verify assessments.
9. Research and obtain all property characteristics that are needed to properly calculate the correct assessment amount, including location, property type and land area.
10. Update and maintain a database for each parcel within the Assessment District. The data for each parcel will include the owner name(s), site address, property values, parcel number, assessment factors, assessment amount, mailing address, site address, parcel type, notes and other useful or relevant data.
11. On a parcel-by-parcel basis, calculate the specific assessment amount for each parcel.
12. Use the assessment files for the previous fiscal year and structure this historical levy submittal data so it can be used to help compare and analyze the assessments. Reconcile the assessment data for last year with the County's assessment collections to confirm the accuracy of the data.
13. Research changes in property data, property usage, property valuations and assessment changes from the previous year for all parcels within the County. Flag all parcels that require property research to determine the appropriate assessment.

14. Research all flagged parcels as well as those parcels or areas designated by County staff as requiring further research.
15. Research or field check those properties that are flagged for research and for which additional information is needed.
16. Obtain current fiscal year cost information from the County to use as a basis for the cost estimate in the Engineer's Report.
17. Project costs based on prior year estimates, actual costs, new or modified services and improvements and other factors. Establish budgets for the assessments based on information provided by the County.
18. Review the budget and cost estimate with the County and finalize the budget after incorporating County input.
19. Using the established assessment methodology, allocate the estimated cost of services, improvements and expenses to all assessed parcels within the boundaries of the Assessment District.
20. Run custom-developed queries on the Assessment Rolls to verify and check assessment accuracy for all parcels.
21. Prepare the preliminary Assessment Rolls for the Assessment District.

ENGINEER'S REPORTS

1. Carefully evaluate all Proposition 218 developments, court decisions and legal issues that may have bearing on the Assessments. Make recommendations for revisions or upgrades to improve compliance with Proposition 218 and other legal requirements. Review proposed revisions with County, Board and other parties and incorporate comments as appropriate.
2. Prepare a comprehensive draft Engineer's Reports for the Assessment District including historical information, the basis of the assessment, the method of levy, the revenues raised and uses of the funds and the assessment amount for each parcel. The Engineer's Reports will be prepared by John Bliss, a licensed professional engineer certified in the State of California possessing unmatched expertise with post Proposition 218 benefit assessments for similar mosquito abatement services. The Engineer's Reports will fully comply with the provisions of the Government Code, the Streets and Highways Code, Proposition 218, Articles XIII C and XIII D of the California Constitution and other relevant code sections.
3. Provide draft copies of the Engineer's Reports to the County and review the Reports with the County and Board.
4. As necessary, incorporate comments and suggestions.
5. File the final Engineer's Reports with the County.
6. Prepare any needed resolutions and staff reports for the Assessments.
7. Prepare and assist with the publication of any notices for the continuation of the Assessments.
8. Attend Board meetings, including those at which the Engineer's Reports are approved and the public hearing is held.

9. Present the Assessment Rolls to the Board, summarize the assessment methodology, answer all questions raised and assist in finalizing the project for Board approval.

QUALITY CONTROL AND LEVY RE-VERIFICATION

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor and Tax Roll from the County.
2. Identify all parcels that are in the Assessment District. Create new Assessment Rolls based upon the final County lien roll data.
3. Identify all new or changed parcels that may require an updated or new assessment calculation.
4. Utilize other real property data information services to obtain additional property information, and to verify and confirm assessments.
5. Research and update all property characteristics that may affect the assessment amounts for each parcel.
6. Recalculate the final assessments on a parcel-by-parcel basis.
7. Run over 50 checks and validation queries on each parcel to identify any parcels that may require additional research to confirm the appropriate assessment amount.
8. Perform all additional parcel research as necessary.
9. Compare the assessment amount calculated for each parcel with the Assessment Roll for the previous fiscal year and re-verify assessments for all parcels for which the assessment amount has changed.
10. Prepare reports of parcels with use code changes from the previous fiscal year to the current fiscal year, and verify the assessments for such parcels.
11. Prepare reports of new and deleted parcels from the previous fiscal year to the current fiscal year, and verify the assessments for new parcels.
12. Finalize the Assessment Rolls, other documents and supporting materials for the assessments.
13. After the assessments and supporting documents have been finalized, another special levy administrator at SCI will perform a comprehensive peer review of all assessment calculations, all documentation and reports and the project schedule and deliverables. Any questions or issues raised are fully researched and resolved.
14. Next, a manager at SCI will perform another full review and quality assurance audit of the Assessment District to ensure the highest level of accuracy and that all documents and materials needed for collection of the assessments are in proper order.
15. After all reviews have been performed and all questions resolved, prepare the final Assessment Rolls listing parcel number, owner name, property address, and assessment amount for each Assessor Parcel within the Assessment District. Print Assessment Rolls sorted by Assessor Parcel Number and owner's name.

COUNTY INFORMATION, LEVY CONFIRMATION AND DELINQUENCY MONITORING

1. Develop and make available to the County an Internet based website or computer program that will allow County staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.
2. Meet San Benito County assessment roll submission requirements and perform tasks needed to submit the assessment levies.
3. File approved Levy Rolls with the County Auditor for inclusion of assessments on current fiscal year tax bills.
4. Verify and validate Auditor's levy data prior to the printing of tax bills.
5. Obtain information regarding delinquencies and unpaid assessments. Issue periodic reports detailing delinquent assessments.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Auditor/Tax Collector and the County with our toll-free 800 phone lines so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise, a review of specific levies, description of procedures and any other issues.
2. Provide the County Auditor/Tax Collector with our web site address to be used as another resource for property owner inquiries and information dissemination.
3. Provide the County Auditor/Tax Collector with a summary and overview of the assessments for Auditor/Tax Collectors staff use.
4. Directly and promptly respond to any property owner, staff or other agency inquiries on our toll free assessment assistance phone lines reached by the number: (800) 273-5167.
5. Throughout the fiscal year, research and, if necessary, revise any assessments which property owners consider to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are very minimal, if at all.)
6. If any property owners appeal the assessments for their property, SCI shall investigate the assessment amount and basis for appeal and shall make a recommendation and finding for the County. In the event that the County finds that the assessments and/or rates should be adjusted, SCI will adjust the assessments according to the County's final determination. (Such appeals are very rare.)
7. For any property owner appeals, SCI will coordinate with the County and property owners as appropriate.

ADDITIONAL SERVICES INCLUDED

1. Computer services to convert and compile Assessor data into database format and computer services to format and submit levy data for the County Auditor.
2. Duplication of up to 10 copies of the Engineer's Reports.

3. Computer services to convert assessment data into format required by the County Auditor.

DELIVERABLES

1. A report of parcel and assessment revisions, including new and retired parcels and parcels that have changed in use.
2. Updated Assessment Boundary Diagram and maps, as needed.
3. A review of the cost estimates, budgets and proposed services and improvements for the upcoming fiscal year.
4. Important updates and enhancements to the assessment justification and Engineer's Reports to address recent Proposition 218 and legal developments.
5. Preliminary Assessment Rolls and Engineer's Reports.
6. Final Assessment Rolls and Engineer's Reports.
7. Resolutions, notices, draft staff reports and other supporting documents for the continuation of the assessments.
8. Assistance with the public meetings and hearings for the continuation of the assessments.
9. Final Assessment Rolls for inclusion on the fiscal year 2016-17, 2017-18 and 2018-19 Tax Rolls.
10. Forms and certifications required by the County Auditor/Tax Collector.
11. An electronic copy of the assessment data submitted to the County Auditor/Tax Collectors.
12. Confirmation of the final assessments prior to the issuance of tax bills.
13. A report confirming the final assessment levy amounts.
14. Delinquency reporting.
15. Toll free taxpayer assistance telephone number to be provided to the County, the County Auditors and Tax Collectors.
16. Prompt and direct response to taxpayer questions throughout the term of this proposal.
17. Summary information about the assessments, County and services funded, to be provided to the County Auditors and Tax Collectors.
18. Online or computer based software program to view status of the assessments, parcels and property information within the Assessment District.
19. Website URL for more information about the assessments to be provided to the County, the County Auditors and Tax Collectors.
20. Periodic reports to the County regarding the assessments, collections and other developments that may affect the assessments.

CLIENT RESPONSIBILITIES

Under the Scope of Services, SCI Consulting Group would handle all services specified in the Scope of Work and any other related services as appropriate for the Special County Administration Services. The County would be responsible for the following:

1. Meet periodically with SCI as required.

2. Provide information and documentation regarding proposed budgets and improvement projects and other information as required.
3. Review resolutions, notices, draft staff reports and other supporting documents by County staff and legal counsel.
4. Assist with the review of all information presented and prepared by SCI.
5. Assist with planning and coordination of action items, scheduling of agenda items and Board meetings.

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 \$28,500 + actual expenses pursuant to B-1, not to exceed \$800.00.

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)
The amounts payable each year are specified on Attachment B1 Schedule of Fees.

END OF ATTACHMENT B.

EXHIBIT B1 – FEE SCHEDULE

In consideration for the work accomplished, Consultant shall be compensated as detailed below.

1. Compensation for Special Levy Administration Services for the Assessment District for fiscal year 2019-20 shall be a fixed fee amount of \$9,400 payable as follows:
 - a. A progress fee of \$4,700 shall be due upon filing of the assessments with the County Auditor.
 - b. Final payment shall be due in the amount of \$4,700 on January 31, 2020.
2. Compensation for Special Levy Administration Services for the Assessment District for fiscal year 2020-21 shall be a fixed fee amount of \$9,500 payable as follows:
 - a. A progress fee of \$4,750 shall be due upon filing of the assessments with the County Auditor.
 - b. Final payment shall be due in the amount of \$4,750 on January 31, 2021.
3. Compensation for Special Levy Administration Services for the Assessment District for fiscal year 2021-22 shall be a fixed fee amount of \$9,600 payable as follows:
 - a. A progress fee of \$4,800 shall be due upon filing of the assessments with the County Auditor.
 - b. Final payment shall be due in the amount of \$4,800 on January 31, 2019.

Incidental costs incurred by Consultant for publication of notices, the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the scope of work shall be reimbursed at actual cost by the County, with total cost not to exceed \$800 without prior authorization from the County.

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.