

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and the **TRINITY SERVICES GROUP, INC.** ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 1, 2019, and end on June 30, 2022, unless sooner terminated as specified herein. Contract shall automatically renew for two (2) two-year extensions unless terminated by either party has specified herein.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: Not less than \$300,000 per claim
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

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

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: Tony Lamonica

Name: Dave Miller

Title: Captain

Title: Chief Operating Officer

Address: 710 Flynn Road; PO Box 920
Hollister, CA 95023

Address: 477 Commerce Blvd.
Oldsmare, FL 34677

Telephone No.: (831) 636-4060

Telephone No.: (813) 475-7326

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Dave Miller

Name: Mark Medina

Name: Dave Miller

Title: Chairman, San Benito Co Board of Supervisors

Title: Chief Operating Officer

Date: _____

Date: 6-5-19

APPROVED AS TO LEGAL FORM:

San Benito County Counsel

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: June 13, 2019

ATTACHMENT A
Scope of Work
San Benito County Contract

Trinity will efficiently and cost effectively provide a quality food service program for the San Benito County Adult inmate population, Juvenile inmate population and facility Staff. This program will meet or exceeds CA Title 15, ACA and NCCHC standards. We will provide a 5 week menu cycle to include a heart healthy option as well as additional medical and dietary and holiday options as needed. Additional information on the scope of service may be referenced in our RFP response dated April 3rd 2019.

Food Service

1. Personnel

- a. CONTRACTOR will provide sufficient staffing to maintain an efficient, safe, and secure operation. This will consist of no less than a food service supervisor and lead cook seven (7) days a week during times mutually agreed upon between COUNTY and CONTRACTOR.
- b. An emergency call-in procedure shall be implemented in the event of an emergency or failure to report.
- c. CONTRACTOR will recruit, hire, and provide all mandated training to all civilian personnel.
- d. CONTRACTOR will be responsible for conducting appropriate background checks prior to hiring.

2. Location

- a. Meals shall be prepared in the kitchen and will be transported to the housing units by jail staff and designated inmate workers.
- b. Inmates shall be served in their housing units and any other location as requested by jail administration.
- c. Juvenile meals shall be prepared at the jail facility and transported to juvenile facility by juvenile hall staff.
- d. Hours of meal service will be determined by jail administration.

3. Menus

- a. Menus shall be reviewed and certified as to nutritional adequacy by a registered dietician and shall meet all requirements, including medical and religious diet requirements, as well as California Title 15 guidelines.
- b. CONTRACTOR shall assure the dietary operations are in compliance with the American Correctional Association Accreditation standards and the National Commission on Correctional Health Care standards.

- c. CONTRACTOR shall provide meals of sufficient variety to include regional considerations for the population of the facility.
- d. CONTRACTOR, in accordance with ACA Standards, shall provide three (3) meals (including 2 hot meals) to inmates daily. Sack lunches may be served for the midday meal.
- e. CONTRACTOR shall prepare sack lunches for inmates who are in court or on a work detail.
- f. CONTRACTOR shall vary the type of sandwiches to avoid repetition.
- g. Soy products will be limited to a maximum of 35% during the menu cycle.

4. Menu Cycle

- a. There shall be two (2) menus:
 - i. Adult menu
 - ii. Juvenile menu
 - 1. Must meet USDA School meal requirement and the Healthy, Hunger-Free Kids Act of 2010 (HHFKA).

5. Meal Satisfaction

- a. CONTRACTOR is responsible for inmate and staff satisfaction with meals prepared and served. CONTRACTOR will submit annual questionnaires to the inmate population to ascertain opinions and obtain suggestions to improve quality of the dietary service. The results of the questionnaire will be submitted to the jail administration for review.
- b. COUNTY may at any time, inspect food items or meals, food storage, preparation, serving areas, test food for caloric value, minimum RDA's and attractiveness, and reject food or material not meeting the specifications contained in the terms of this contract or in the approved menu.

6. Medical Diets

- a. CONTRACTOR shall prepare and serve all medical diets and shall ensure that the menu prepared is in compliance with facility's health care provider. Medical diets shall be served during normal serving times.
- b. CONTRACTOR shall maintain complete records showing which inmates are to be provided medical diets, contents of the diet and whether each inmate requests and receives their prescribed meal. Copies shall be submitted to the health care service administrator on a monthly basis. Previous month's documentation is to be submitted no later than the fifth working day of each month. Health care services will provide documentation of verbal diet orders within 24 hours.
- c. The food services director and the health care administrator shall be a dietician available and shall calculate those medical diets.

7. Meal Counts

- a. CONTRACTOR shall be responsible for determining the appropriate number of meals to be prepared and served. CONTRACTOR shall provide sufficient meals for all inmates.
- b. For each meal, CONTRACTOR must maintain complete and accurate records of the number of meals served at both the jail and juvenile hall in accordance with established procedures.

8. Billing Procedure

- a. CONTRACTOR will provide food service statements on a weekly basis.
- b. Statements will reflect the exact number of meals serviced to both the jail and juvenile hall.
- c. All invoices will be sent to: San Benito County Jail
Attn: Accounts Payable
PO Box 920
Hollister, CA 95024

9. Supplies

- a. CONTRACTOR shall requisition and/or purchase and supply all utensils, paper products, household items and cleaning supplies mutually agreed to be necessary for efficient and sanitary operation of the food service.
- b. CONTRACTOR shall purchase consumable supply inventory. Consumable supplies are defined as plastic film, sheet pan liners, bun rack covers, food service disposable serving gloves, and paper sacks. CONTRACTOR shall be responsible for the proper storage control of those items to prevent theft, damage or other loss. CONTRACTOR shall notify jail administration of any of the aforementioned items and quantities thereof that will be necessary for the operation of the dietary facility.
- c. Dietary and food supplies purchased by CONTRACTOR are the property of COUNTY and CONTRACTOR is responsible for any loss, damage or spoilage.
- d. CONTRACTOR must maintain a minimal inventory on hand. All inventories shall be rotated regularly and CONTRACTOR shall ensure that food items are not served after the manufacturer's expiration date. COUNTY will not pay for spoilage, damage, obsolescence or theft of food items.
- e. Facility staff shall be notified in advance of all deliveries. CONTRACTOR shall be responsible for receipt and inventory of all deliveries.

10. Contractor and County Responsibilities

- a. All office supplies necessary for the management of the operation shall be provided by CONTRACTOR except those forms required by the jail administration for compliance with established regulations.
- b. CONTRACTOR shall be responsible for the purchasing of linen and uniforms for county

staff use in the food operation. CONTRACTOR personnel will be required to wear distinctive food service uniforms in a color other than orange and blue in order that they are more easily distinguishable from inmate labor force.

- c. COUNTY will, at its own expense, provide, maintain, repair and replace food service equipment currently in place at the food service facility.
- d. COUNTY will permit CONTRACTOR to install additional equipment (food service or otherwise) at its own expense upon the approval of jail administration.
- e. COUNTY will provide pest control for all areas assigned to the CONTRACTOR in accordance with existing jail policies or directives.
- f. COUNTY will maintain and repair the building structure in areas assigned to the CONTRACTOR, including painting, and provide all utilities necessary for the performance of the food service operations.
- g. CONTRACTOR will be responsible to operate in an energy efficient manner.
- h. COUNTY shall provide one (1) master phone for local calls only, without charge. CONTRACTOR will be billed for all long distance phone service.
- i. CONTRACTOR shall be responsible for computers and software for their use in managing their services, including toner, receipt tape, and ink needed to run their system.
- j. CONTRACTOR shall be responsible for postage and freight relating to their services.
- k. COUNTY will provide adequate trash removal services as seemed necessary to maintain the highest standards of sanitation.
- l. COUNTY will provide existing office space and the following furniture for CONTRACTOR; desk, chairs, tables, filing cabinets and storage safe.
- m. COUNTY shall not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone and heat or air conditioning. However, COUNTY shall be diligent in restoring services following an interruption.
- n. COUNTY shall not be liable for any product loss which may result from the interruption or failure of any such utility service.

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.
- ☐ In full upon approval of Agreement

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 \$ _____
- ☐ a total sum not to exceed \$ _____

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)

Cost per meal is based on the per population scale attached herein

Pricing will remain in effect for the first year of the contract. For all remaining years, the per meal cost will be adjusted based upon the US Bureau of Labor Statistics, Food Away from Home price index. The maximum percentage increase allowed for any one year will be 4%.

Staff meals are available for a cost of \$2.25 paid by the individual employee via point of sale terminal.

Price Per Meal

| TRINITY SERVICES GROUP | | | |
|---------------------------------|--------------|-----------|--------------|
| SAN BENITO COUNTY JAIL | | | |
| Inmate Population Sliding Scale | | | |
| FROM | TO | PRICE | |
| 30 | - 39 | \$ | 6.651 |
| 40 | - 49 | \$ | 5.188 |
| 50 | - 59 | \$ | 4.311 |
| 60 | - 69 | \$ | 3.725 |
| 70 | - 79 | \$ | 3.307 |
| 80 | - 89 | \$ | 2.994 |
| 90 | - 99 | \$ | 2.750 |
| 100 | - 109 | \$ | 2.555 |
| 110 | - 119 | \$ | 2.396 |
| 120 | - 129 | \$ | 2.263 |
| 130 | - 139 | \$ | 2.150 |
| 140 | - 149 | \$ | 2.057 |
| 150 | - 159 | \$ | 1.979 |
| 160 | - 169 | \$ | 1.910 |
| 170 | - 179 | \$ | 1.850 |
| 180 | - 189 | \$ | 1.796 |
| 190 | - 199 | \$ | 1.748 |
| 200 | - 209 | \$ | 1.705 |
| 210 | - 219 | \$ | 1.665 |
| 220 | - 229 | \$ | 1.630 |
| 230 | - And over | \$ | 1.597 |

| TRINITY SERVICES GROUP | | | |
|-----------------------------------|-------------|-----------|--------------|
| SAN BENITO COUNTY JAIL | | | |
| Juvenile Population Sliding Scale | | | |
| FROM | TO | PRICE | |
| -40 | - -36 | \$ | - |
| -35 | - -31 | \$ | - |
| -30 | - -26 | \$ | - |
| -25 | - -21 | \$ | - |
| -20 | - -16 | \$ | - |
| -15 | - -11 | \$ | - |
| -10 | - -6 | \$ | - |
| -5 | - -1 | \$ | 13.787 |
| 0 | - 4 | \$ | 4.381 |
| 5 | - 9 | \$ | 3.754 |
| 10 | - 14 | \$ | 2.500 |
| 15 | - 19 | \$ | 2.061 |
| 20 | - 24 | \$ | 1.842 |
| 25 | - 29 | \$ | 1.697 |
| 30 | - 34 | \$ | 1.609 |
| 35 | - 39 | \$ | 1.550 |
| 40 | - 44 | \$ | 1.504 |
| 45 | - 49 | \$ | 1.469 |
| 50 | - 54 | \$ | 1.450 |
| 55 | - 59 | \$ | 1.427 |
| 60 | - And over | \$ | 1.408 |

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.

ATTACHMENT D
No Hostage Policy

CONTRACTOR is aware of and agrees that the San Benito County Jail has a **No Hostage Policy**. Should an employee or visitor be taken hostage, the San Benito County Jail **will not** allow an inmate to escape, provide any weapon to an inmate, provide alcohol or any drug to an inmate or allow additional persons to be placed at risk in order to secure the release of the hostage. The San Benito County Jail will do everything possible within the above guidelines to protect and secure the release of the hostage. Personnel should keep their personal safety in mind when in this area.