

CONTRACT FOR CONSULTANT'S SERVICES
Preparation Of An Environmental Initial Study Report and Permit Processing Services
Contract With Consultant

APPLICANT: Michael Zangara
PROJECT: Sunnyslope Christian Center Initial Study
COUNTY FILE NO.: PLN 180035

The County of San Benito ("County") and SWCA Environmental Consultants ("Consultant") enter into this contract for Services as described herein. In consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DURATION OF CONTRACT

This contract shall commence upon execution of this contract by all parties and shall end December 31, 2019 unless sooner terminated as specified herein.

2. SCOPE OF SERVICES

Consultant shall perform the services specified in Attachment A to this contract for County's benefit. Attachment A is made a part of this contract.

3. COMPENSATION

In consideration for Consultant's performance, County shall pay Consultant according to the terms specified in Attachment B to this contract. 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 terms and conditions mutually agreed to and listed in Attachment C to this contract. Attachment C is made a part of this contract.

5. 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 and conditions mutually agreed to and listed in Attachment D to this contract. 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.

6. INSURANCE LIMITS

Consultant shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C to this contract:

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

7. TERMINATION

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

8. CONTRACT ADMINISTRATORS

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

County's Contract Administrator:

Harry Mavrogenes
San Benito County
Resource Management Director
2301 Technology Parkway
Hollister, CA 95023
(831) 637-5313
(831) 636-4170

Consultant's Contract Administrator:

Bill Henry, AICP
SWCA Environmental Consultants
Project Manager and Director
1422 Monterey Street, B-C200
San Luis Obispo, CA 93401
(805) 543-7095
(805) 543-2367 (fax)

9. PROJECT MANAGER

Consultant hereby designates the following person as Initial Study Project Manager:

Name: Mr. Bill Henry, AICP
Title: Project Manager and Director

SIGNATURES

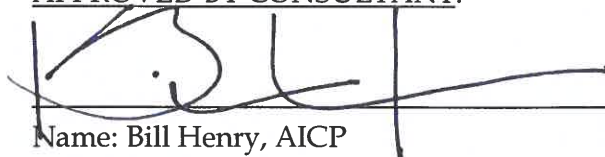
APPROVED BY COUNTY:

Name: Mark Medina

Title: Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONSULTANT:



Name: Bill Henry, AICP

Title: Project Manager and Director

Date: 06-18-2019

APPROVED AS TO LEGAL FORM:

San Benito County Counsel



By: G. Michael Ziman, Deputy County Counsel

Date: June 21, 2019

ATTACHMENT A

Scope of Services

Upon approval of this contract, Consultant, for County's benefit, shall provide the following environmental review services for the Initial Study of the Sunnyslope Christian Center (PLN180035 Use Permit):

Project Understanding

County seeks planning support to prepare an initial study for a conditional use permit in unincorporated San Benito County at 1520 Sunnyslope Road, adjacent to the Hollister city limits. The project applicant proposes to construct a new 12,437-square-foot sanctuary and a 12,827-square-foot parking area on a 3.75-acre site with an existing church and related facilities. In addition, the project would require the street to be widened to a full 84-foot-wide right-of-way to meet City of Hollister road standards. The nearly level site would require approximately 350 to 400 cubic yards of earthmoving, resulting in approximately one acre of disturbance to accommodate the new parking area, stepped surfaces for the auditorium-styled sanctuary buildings, and the Sunnyslope Road improvements.

The County anticipates that, while the project proposes to increase capacity at the existing church site, the level of activity and use associated with the new sanctuary facility would be similar to that of the existing church facility. Under the San Benito County 2035 General Plan, the proposed use would be compatible with the site's land use designation and zoning. The subject property is within the City of Hollister's sphere-of-influence, potentially resulting in annexation in the future. Wastewater services would be provided by the City of Hollister and water services would be provided by the Sunnyslope County Water District.

Project Overview and Approach

The following scope of work provides a description of the California Environmental Quality Act (CEQA) services that the Consultant will provide to the County for the proposed project. Based on a review of the project description prepared by the County, the Consultant anticipates that an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) will be the appropriate CEQA documentation. The Consultant will prepare the IS/MND for the proposed project consistent with the requirements set forth in CEQA (Public Resources Code Section 21000 *et seq.*) and the State CEQA Guidelines (California Code of Regulations Section 15000 *et seq.*), using the most recently adopted guidelines.

The Consultant understands that transportation-related impacts are likely to be the most critical issue area; therefore, the environmental analysis presented in the IS/MND will be supported by a Trip Generation Report that examines the effects from the potential new vehicle trips generated by the increased sanctuary capacity. The analysis will also focus on the required right-of-way improvements and potential impacts to underground utilities. Based on the information provided by the County, the Consultant

anticipates that other resource areas would result in less-than-significant impacts and would not require detailed evaluation. The IS/MND will incorporate a level of detail suitable and proportional to the proposed project and will be written in language understandable to the general public and decision makers.

Scope of Services:

Task 1: Project Kickoff and Meetings

This task assumes one kickoff meeting with the County and the Consultant project team prior to initiating the environmental analysis and draft IS/MND. The kickoff meeting will provide an opportunity to receive any additional project information or updates and discuss key issues and areas of controversy that should be addressed in the IS/MND. This task also includes up to two additional meetings during the draft IS/MND to coordinate with the County on project development and to discuss any issues that may be identified. This task assumes each approximately 1-hour-long meeting will be attended in person by the Consultant Project Manager and Environmental Planner. This task will be initiated immediately following receipt of authorization to proceed.

Task 2: Trip Generation Report

A Trip Generation Report will be prepared by a transportation analysis Sub-Consultant. To be conservative, the transportation analysis Sub-Consultant will estimate traffic levels to disclose potential impacts if trips were to increase in proportion to the building area increase. Based on Institute of Transportation Engineers (ITE) rates for churches, an increase of 12,437 square feet would be expected to generate very few peak hour trips on weekdays due to the fact that most church uses occur during off-peak hours. If other on-site activities (e.g., daycare, school facilities) are estimated to generate a substantial number of trips using this conservative approach, the Consultant will work with the County to refine assumptions for trip generation as is appropriate and/or coordinate with County staff to define any additional needed study components.

The Trip Generation Report will include the following tasks:

1. The transportation analysis Sub-Consultant will coordinate collection of intersection turning movement counts at the existing primary project driveway for up to 8 hours. The time periods will be defined in consultation with the project team and County staff and are expected to include weekday morning and afternoon peaks as well as weekend conditions during religious services. The transportation analysis Sub-Consultant will obtain current operational schedules and the current building sizes from the project team.
2. The transportation analysis Sub-Consultant will develop trip generation rates for the current site based on the collected count data and other available sources, and prepare a trip generation estimate for the proposed project if trips were to increase in proportion to the building area increase.

3. The transportation analysis Sub-Consultant will review the project site plan and proposed access points for adequacy. Recommendations to improve access at the project driveways, such as modified traffic control or turn lanes, will be provided if appropriate.
4. The results of the above analysis will be summarized in a brief memorandum.

The existing setting and impact analysis for the IS/MND will be based on the Trip Generation Report. Mitigation measures will be included as determined necessary through the impact assessment. This task will be completed within 30 days following project initiation and kickoff.

Task 3: Administrative Draft Initial Study/Mitigated Negative Declaration

Based upon preliminary review of the project, the Consultant and County believe the appropriate CEQA document for this project will be an Initial Study leading to an MND. The Consultant will coordinate closely with the County to prepare a Draft Project Description for the County's review and approval. The Project Description will be based on the preliminary project details, site plans, and any additional information provided by the County, and will be modified to include and/or request any additional details pertinent to the CEQA analysis. Upon receipt of the County's comments and finalization of the Project Description, the Consultant will prepare an Administrative Draft IS/MND pursuant to State CEQA Guidelines Section 15063. Preparation of the Initial Study Checklist will include an assessment of all resource areas as required by Appendix G of the State CEQA Guidelines, including recent updates to the guidelines that went into effect in December 2018. The analysis will consider all information provided by the County, including the Trip Generation Report prepared by the transportation analysis Sub-Consultant. An air quality and greenhouse gas (GHG) analysis using the California Emissions Estimator Model (CalEEMod) is included in this scope. This scope of services does not anticipate the need for additional technical studies to support the environmental analysis.

The Initial Study Checklist format will be consistent with the County's preferred format and will include all sections required by CEQA, as identified in Appendix G of the State CEQA Guidelines. The IS/MND will be written in language understandable to the public and decision makers, and will utilize graphics and tables to clearly present information. It will be concise and focus on the most important issues identified by the County. If mitigation measures are proposed, the IS/MND submittal will also include a Mitigation Monitoring and Reporting Plan (MMRP). The MMRP will identify each mitigation measure, the appropriate milestone or timing to implement the measure, the responsible party, and any reporting requirements. This task assumes up to two rounds of review by the County and will be completed within 45 days following project initiation and kickoff.

Deliverables

The Consultant will provide one electronic copy of the Administrative Draft IS/MND to the County for review.

Task 4: Draft Initial Study/Mitigated Negative Declaration

Upon receipt of comments on the Administrative Draft IS/MND, the Consultant will finalize the Public Review Draft IS/MND and MMRP for submittal to the County, as the CEQA Lead Agency. This task will be completed within 5 days following receipt of comments from the County. The County will prepare the necessary notices and arrange for public circulation of the IS/MND.

Deliverables

The Consultant will provide one hard copy and one electronic copy of the Draft IS/MND, in addition to a separate MMRP.

Task 5: Response to Comments and Revised Initial Study/Mitigated Negative Declaration

If requested by the County, the Consultant will be available to respond to any substantive comments received in writing during public circulation of the IS/MND. This scope of work includes preparation of responses to comments on the IS/MND for County staff to use in informing County decision makers and assumes up to five substantial comments or comment topics will be received. The Consultant will incorporate any necessary clarifications and edits and prepare a Final IS/MND, MMRP, and Notice of Determination (NOD). This task will be completed within 10 days following receipt of public review comments.

Deliverables

The Consultant will provide one hard copy and one electronic copy of the Final IS/MND, MMRP, and the NOD.

Services Schedule

TASK	ESTIMATED COMPLETION PERIOD
Task 1: Project Kickoff and Meetings	Immediately following receipt of authorization to proceed
Task 2: Trip Generation Report	30 days following project initiation and kickoff
Task 3: Administrative Draft Initial Study/Mitigated Negative Declaration	45 days following project initiation and kickoff
Task 4: Draft Initial Study/Mitigated Negative Declaration	5 days following receipt of comments from the RMA
Task 5: Response to Comments and Revised Initial Study/Mitigated Negative Declaration	10 days following receipt of public review comments

END OF ATTACHMENT A.

ATTACHMENT B
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, on the basis specified in paragraph B-4 below.

☒ One month in arrears, on the basis specified in paragraphs B-4 and B-5 below.

B-2. PAYMENT

County shall make payment to Consultant at the address specified in paragraph 8 of this contract or to such other location as Consultant designates in writing, net thirty (30) days from the invoice date. Funds to provide the compensation to Consultant under this Contract for Consultant's Services will be provided by the project applicant through a reimbursement agreement between the County and the applicant. Commencement of work by Consultant under this Contract shall not begin until the County has provided written notice to Consultant to proceed, and the continuation of Consultant's performance of the Scope of Services will be conditioned upon receipt by the County of ongoing funding from the applicant under the reimbursement agreement to complete the Scope of Services.

B-3. COMPENSATION

County shall pay to Consultant a total sum not to exceed \$14,284.00 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. PROGRESS PAYMENTS

County shall make periodic progress payments to Consultant in accordance with the following schedule:

[Continued on following page]

- (a) The Consultant will invoice progress payment amounts based on the not to exceed task amounts listed below:

TASK	BILL HENRY PROJECT MANAGER \$210	JACQUELINE MARKLEY ENVIRONMENTAL PLANNER \$142	JAMESON HONEYCUTT ENVIRONMENTAL PLANNER \$119	KEVIN HOWEN GIS SPECIALIST \$109	JAMIE JONES TECHNICAL EDITOR \$119	CCTC SUBCONSULTANT LUMP SUM	DIRECT EXPENSES (MILEAGE) LUMP SUM	TASK TOTAL
Task 1: Project Kickoff and Meeting	3		6				\$200	\$1,544
Task 2: Trip Generation Report						\$5,324		\$5,324
Task 3: Administrative Draft IS/MND	1	8	32	2	2			\$5,610
Task 4: Draft IS/MND		1	4	2	2			\$1,074
Task 5: Response to Comments and Revised IS/MND	1	2	2					\$732
PROJECT TOTAL	5	11	44	4	4			\$14,284

- (b) The payments shall be applied to the contract price as set forth in paragraph B-3 above.

B-5. SPECIAL COMPENSATION TERMS (check one)

☐ There are no additional terms of compensation.

☒ The following specific terms of compensation shall apply: (see attached).

Consultant will not proceed with any additional services in excess of the not to exceed compensation amount without prior written authorization to proceed from the County.

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

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.