

## C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and First 5 San Benito ("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 November 1, 2019, and end on June 30, 2024, unless sooner terminated as specified herein.

**2. Scope of Services.**

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

**3. Compensation for Services.**

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

**4. General Terms and Conditions.**

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

**5. Insurance Limits.**

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

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: California State Minimum

**6. Termination.**

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

**7. Specific Terms and Conditions (check one)**

- ☒ [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: Tracey Belton

Title: Interim Director

Address: 1111 San Felipe Rd. #205

Hollister, Ca. 95023

E-Mail: tbelton@cosb.us

Telephone No.: (831) 630-5146

Fax No.: (831) 637-2910

Contract Administrator for CONTRACTOR:

Name: Lisa Faulkner

Title: Executive Director

Address: 351 Tres Pinos Suite 100-A

Hollister, Ca. 95023

E-Mail: lisa@first5sb.org

Telephone No.: (831) 634-2046

Fax No.: (831) 427-7957

**SIGNATURES**

APPROVED BY COUNTY:

Name: Mark Medina

Chair, San Benito County Board of Supervisors

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:



Name: Lisa Faulkner

Title: Executive Director

Date: 9/30/2019

**APPROVED AS TO LEGAL FORM:**

Barbara Thompson, San Benito County Counsel

By: 

Date: 10-7-2019

## ATTACHMENT A

### Scope of Services

The program's goals include reducing incidence of child abuse and neglect as measured by:

- Slowed rate of substantiated child maltreatment cases
- Reduction in significant mental health problems in children
- Decrease in parents' levels of depression, stress and other emotional distress
- Reduction in the risk of children developing later problems such as depression, by decreasing family risk factors
- Fewer foster care and out-of-home placements for children
- Improved family functioning\*

\* Families or allopents include single parents, foster parents, adoptive parents, grandparents, or individual with legal responsibility for a child.

Contractor shall provide Child Abuse Prevention and Intervention services using evidence-based practices and curricula that are aligned and target specific risks facing each family at the appropriate developmental level of the child participants. These families will be referred by the County.

To achieve these goals, Contractor shall execute the following strategies:

- 1) implement the **parent/ child educational sessions**, in both English and Spanish, using evidence – based prevention and intervention curricula including ***Positive Parenting Program*** for families with children ages 3- 11 years, and ***Strengthening Families Program***, parent education classes with an accompanying education component for children ages 11 – 18 years.
  - *Positive Parenting – (families with children ages 3 to 10 years)  
three 8-week sessions / 10 months = 36 families (Spanish/ English)*
  - *Strengthening Families – (families with children ages 11 to 16 years)  
two 8-week sessions/ 10 months= 20 families (Spanish / English)*
- 2) provide **Family Wellness court-mandated** Family Strengthening Program to families referred by CPS.
  - *Family Wellness – Court Mandated – for families referred to program  
six 8-week sessions for 11 months = 60 families*
- 3) provide intervention **case management** services and group support / connections to families referred by CPS. Services will be provided to families, with children ages birth – 18 years, with alleged allegations of child abuse and neglect and/ or at risk of child abuse, depression, emotional distress, and/or substance abuse; and

- 4) implement the ***Parents As Teachers***, a evidence-based home visiting program serving families at risk or underserved for prevention and intervention services as they relate to child abuse. It is estimated that 117 families that are prenatal/perinatal or with children birth to 5 years of age will be served by this program. Services will be offered in English and in Spanish.
- 5) host **Family Fun Nights** or **Parent Child Interactions** that will consist of 5 levels of prevention and intervention parent education and parent/child interaction classes including:
  - *Hola Bebe – parents with infants (ages 6 weeks to 1 year)*  
*12 weekly sessions/10 months = 120 families*
  - *Happiest Baby – parents with newborns (birth to 3 years –*  
*three 8-week sessions = 30 families*

### **Data Plan**

Data from three sources - parents, children, and therapists/trainers - will be collected to improve triangulation of the data and to capture change in the child, the parents, and the family environment. Program effectiveness will be measured using pre-post questionnaires.

### **Local Evaluation Plan**

1. The standardized Strengthening Families Program (SFP) Parent Interview Questionnaire (195-items), with questions to gauge client satisfaction and recommendations for SFP improvements added to the Follow-up Parent Interviews;
2. The SFP Children's Interview Questionnaire (150-items);
3. SFP Teacher/Trainer Interview Questionnaire (about 160-items), modified in response to the local site evaluator recommendations and pilot tests of the instrument.

These tools are standardized CSAP Family Core Measures and GPRA measures that have demonstrated high reliability, change sensitivity, and validity. To reduce testing burden, only subscales of selected instruments that measure the hypothesized outcomes will be used. These subscales include the following:

- Family Relationships, measuring family conflict, communication, cohesions, and organization
- Parenting, measuring parenting style, discipline, monitoring, parenting self-efficacy
- Children's social skills and resiliency, grade level academic work
- Children's aggression, depression, and conduct disorders
- Parents' depression
- Children's association with substance using and/or anti-social peers

- Children's and parents' tobacco, alcohol, and other drug use

The families will also provide children's report cards to the trainers to capture objective school achievement data (i.e., grades, absences, tardiness, effort).

Using structured interviews with parents and youth, qualitative data will be collected by the evaluation staff at baseline (pre-test and needs assessment) and post-test, as well as at the annual surveys. The client participants and stakeholders in the Project Advisory Committee will be involved in the development of the interview questions.

### **Process Evaluation**

The evaluation is designed as a pre-post test assessment of child, parent, and family outcomes, with quantitative and qualitative data collected at intake and exit. The SFP evaluation will be staffed by an external evaluator, Applied Survey Research. In collaboration with First 5 San Benito, ASR will design the evaluation, oversee data collection and analyses. The data themselves will be collected by group leaders and site coordinator, whom the families trust.

The SBC project will expand the existing FSP "Family Night" program by 10 families; Partners will serve up to a total of 40 families each year.

### **Tracking Participants**

The evaluation data, along with child and parent participation data will be recorded and the staff will keep attendance logs and each family will be held accountable for their attendance. Contractor will provide documentation of successful completion and also failures in our reports to the County. These reports will also be available to the court and probation department if program completion is a legal requirement.

### **Documentation**

Contractor staff will work with the trainers to complete family intake questionnaires and pre - post surveys from each session. The trainers and staff will participate in reflective practices circles to discuss each individual family and develop a Family Sheet for documentation.

All training and education will be documented by staff and all educational and instructional materials are available for review/audit.

## **Outcome Evaluation**

Means, standard deviations, and change scores will be calculated for each question on the instruments, as well as the instrument subscales. Missing data will be calculated using missing data multiple imputation. When two adults complete the parent interview items concerning the target child, inter-rater reliabilities will be calculated. Results from these analyses will be used to determine whether the average scores for both parents, or only use the mother's self-report, which has been found to have greater validity (Fitzgerald, Zucker, Maguin, & Reider, 1994). Cronbach's alphas will be calculated for instrument subscales to measure reliability. Scales with low reliability ( $\alpha < 0.7$ ) will not be used.

Capturing valid self-report data can be problematic with children younger than 9 years of age; hence, some of the data for the 8-9 year old's may not be used in the final analyses. Instead, data from the parents' and therapist/trainers' reports and school data will be used to measure change in outcomes for this age group. The transcriptions of the structured interviews will be analyzed by an ethnographic software program (Nudist) looking for emerging themes in risk and protective factors and how they change after the interventions.

**List of outcome variables that will be tracked.**

- Family Relationships
  - o Family conflict
  - o Communication
  - o Cohesions
  - o Organization
- Parent
  - o Parenting style
  - o Discipline
  - o Monitoring
  - o Parenting self-efficacy
  - o Parent depression symptoms
  - o Parent tobacco, alcohol, and other drug use

**List of outcomes that will be tracked.**

- Family Relationship Quality
- Parenting Practices
- Parent Substance Use
- Child Mental and Behavioral Health
- Child's Substance Use
- Child Peer Relationships
- Child Academic Outcomes

- Child
  - 0 Child social skills
  - 0 Child resiliency
  - 0 Child aggression
  - 0 Child depression symptoms
  - 0 Child conduct disorder symptoms
  - 0 Child peer relationships
  - 0 Child tobacco, alcohol, and other drug use
  - 0 Child grades
  - 0 Child absences and tardies

**Participant success/failure in the project.**

Program impact will be assessed by conducting statistical significance testing on the pre- to the post-test paired differences in mean scores on the instrument subscales. This will not include subjects who have dropped out of the program in the analysis, as they can bias the data. Participant success will be considered for each measure that demonstrates statistically significant pre-post change ( $p < .05$ ). The percentage of families who improve on each instrument will be calculated and will consider the program successful if the percent who improve on each measure is at least 80%.



**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:

- ☐ 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 \$750,000 (Seven Hundred Fifty Thousand Dollars),

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)

- a) Services will be invoiced monthly, in arrears.
- b) Invoices will be detailed to match expenditure line items as described in the program budget. (attachment B1)
- c) Based on State and Federal allocation and expenditure requirements, unspent funds do not carry forward.

Accounting contact for COUNTY:

Name: Casey Estorga

Title: Fiscal Officer

Address: 1111 San Felipe Rd Ste 103

Hollister, California 95023

E-Mail: cestorga@cosb.us

Telephone No.: (831) 630-5179

Fax No.: NA

Accounting contact for CONTRACTOR:

Name: Lisa Faulkner

Title: Executive Director

Address: 351 Tres Pinos Rd Ste 100A

Hollister, Ca. 95023

E-Mail: lisa@first5sb.org

Telephone No.: (831) 634-2046

Fax No.: (831) 427-7957

**END OF ATTACHMENT B**

# First 5 San Benito Five-Year Annual Budget

BUDGET CATEGORY	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	BUDGET NARRATIVE
<b>PERSONNEL</b>						
Salaries						
1 FTE Home visitors/Case Manager	\$ 95,680	\$ 95,680	\$ 95,680	\$ 95,680	\$ 95,680	2 home visitors/case manager @ \$23 per hr @ 40hrs per wk/ 52wks
Benefits	\$ 22,963	\$ 22,963	\$ 22,963	\$ 22,963	\$ 22,963	24% x 2 FTE (Health, Vision, Dental...)
<b>TOTAL PERSONNEL</b>	<b>\$ 118,643</b>	<b>\$ 118,643</b>	<b>\$ 118,643</b>	<b>\$ 118,643</b>	<b>\$ 118,643</b>	
<b>CONTRACTORS</b>						
Court Mandated Class	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	1 Trainer @ \$300 per session x 40 wks
Family Strengthening	\$ 9,900	\$ 9,900	\$ 9,900	\$ 9,900	\$ 9,900	1 Trainer @\$225 x 2 orientations 3 Trainers @\$225 x 14 sessions
<b>TOTAL CONTRACTORS</b>	<b>\$ 21,900</b>	<b>\$ 21,900</b>	<b>\$ 21,900</b>	<b>\$ 21,900</b>	<b>\$ 21,900</b>	
<b>MATERIALS</b>						
Program Materials/ Curricula	\$ 3,157	\$ 3,157	\$ 3,157	\$ 3,157	\$ 3,157	90 families (about 2 adults & 2 children per family)
Copies	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	family handouts
<b>TOTAL MATERIALS</b>	<b>\$ 3,457</b>	<b>\$ 3,457</b>	<b>\$ 3,457</b>	<b>\$ 3,457</b>	<b>\$ 3,457</b>	
<b>Indirect Costs (4%)</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	(rent, administration & evaluation)
<b>TOTAL INDIRECT</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	
<b>TOTAL REQUESTED FUNDS</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>TOTAL \$ 750,000 (5 years)</b>

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **C-1. INDEMNIFICATION.**

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

#### **C-2. GENERAL INSURANCE REQUIREMENTS.**

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

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

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

#### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

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

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

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

#### **C-4. CERTIFICATE OF INSURANCE.**

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

#### **C-5. RECORDS TO BE MAINTAINED.**

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

#### **C-6. RETENTION OF RECORDS.**

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

#### **C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

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

#### **C-8. INDEPENDENT CONTRACTOR.**

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

#### **C-9. CONFLICT OF INTEREST.**

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

#### **C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

#### **C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

#### **C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.



**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of

such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### **C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### **C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### **C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### **C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

#### **C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### **C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with



respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

**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.**