

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and The Community Services Development Corporation of San Benito County ("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 April 1, 2020, and end on March 31, 2021, unless sooner terminated as specified herein.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: _____
- (c) Comprehensive motor vehicle liability insurance: \$500,000 each person; \$1,000,000 each accident; \$100,000 property damage for each accident

6. Termination.

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

7. Specific Terms and Conditions (check one)

- ☒ [X] There are no additional provisions to this contract.
- ☐ [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☐ [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Tracey Belton

Title: Director

Address: 1111 San Felipe Road, Suite 205
Hollister, CA 95023

Telephone No.: (831) 636-4190

Fax No.: (831) 637-2910

Contract Administrator for CONTRACTOR:

Name: Sonny Flores

Title: Executive Director

Address: 1101 San Felipe Road
Hollister, CA 95023

Telephone No.: (831) 636-9641

Fax No.: None

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Title: Chair, Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:



Name: Sonny Flores

Title: Executive Director

Tax I.D. or Social Security No.:

77-0031979

Date: _____

APPROVED AS TO LEGAL FORM:

Irma Valencia, San Benito County Counsel's Office



By: Irma Valencia, Deputy County Counsel

Date: 4-13-20

ATTACHMENT A

Scope of Services

The following scope of services is for the implementation of the Helping Hands Program, funded by the US Department of Housing and Urban Development for the Continuum of Care (CoC) Homeless Assistance Program. The CoC Homeless Assistance Program is intended to reduce the incidence of homelessness in San Benito County by assisting homeless individuals and families in quickly transitioning to self-sufficiency and permanent housing. Permanent Housing will be provided by "master leasing" apartments and/or homes to serve unaccompanied homeless individuals and/or homeless families. In addition, case management and supportive services along with safety-net services will be offered by the County to all eligible homeless participants.

General Information

Eligibility: Provide housing and services to 100% eligible chronically homeless disabled household. Only households who are experiencing chronic homelessness as defined in 24 CFR 578.3 are eligible for project entry, including the requirement that the head of household have the documented qualifying disability. Eligibility of participants will be strictly limited to individuals and/or families who meet the definition of homeless and disabled under the HUD's contract:

Homeless means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence provided that:
 - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C.

254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

Disability means

(1) A condition that:

(i) Is expected to be long-continuing or of indefinite duration;

(ii) Substantially impedes the individual's ability to live independently;

(iii) Could be improved by the provision of more suitable housing conditions; and

(iv) Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury;

(2) A developmental disability, as defined in this section; or

(3) The disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

Documentation of disability will be required for the eligible participant.

Community Services Development Corporation (CSDC) as the subrecipient shall comply and shall certify with the following program requirements:

- a. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;

- b. The address or location of any family violence project assisted under this part will not be made public, except with written authorization of the person responsible for the operation of such project;
- c. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- d. In the case of projects that provide housing or services to families, that subrecipients will work with the County and designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disability Education Act and programs authorized under subtitle B of title VII of the Act;
- e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the federal Government and
- f. Subrecipient will provide information, such as data and reports, as required by HUD.
- g. Housing Standards. The recipient or subrecipient must keep records to show compliance with the organizational conflict-of-interest requirements in 578.95©, the Continuum of Care board conflict-of-interest requirements in 578.95(b), the other conflict requirements in 578.95(d), a copy of the personal conflict-of-interest policy developed and implemented to comply with the requirements in 578.95, and records supporting exceptions to the personal conflict-of-interest prohibitions.
- h. Affirmatively Furthering Fair Housing: Recipients and subrecipients must maintain copies of their marketing, outreach, and other materials used to inform eligible persons of;
- i. Other federal requirements: The recipient and its subrecipients must document their compliance with the federal requirements in 578.99 as applicable;
- j. The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable;
- k. The recipient must retain documentation of monitoring subrecipients including any monitoring findings and corrective actions required;
- l. The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFF 85.36 and 24 CFR part 84.
- m. The subrecipient will conduct Rent Reasonableness Determination (RRD) on an annual basis for all leased units and will ensure that the rent amount charged for housing units to be occupied by program participants will be reasonably related to comparable housing units in San Benito County. To accomplish this, Project Sponsor will identify the rental amount of no less than three rental units that are comparable - in terms of location, size, type, quality, amenities, facilities, and management services - to the units that will be rented to program participants and determine the average monthly rent amount for the comparable units. San Benito County will monitor compliance by requiring that the Project Sponsor submit all RRD for all units no later than the first quarter of each year and at least one month after for each new unit. Additionally, RRD will be reviewed for compliance during the annual monitoring of the Project Sponsor.

- n. All units secured for the program to house eligible participants must enter into a written lease with the landlord for an initial term of one year and renewable on a month-to-month basis thereafter and terminable only for cause.
- o. The requirement that the Project participant pay rent will be included a written document such as a Project participant lease agreement. The document must state, at a minimum, the monthly rent amount, due date, and the terms of the rent agreement, and it must be signed by the participant and an authorized representative of the project sponsor. The lease agreement with the participant must have an initial term of one year, renewable on a month-to-month basis thereafter and terminable only for cause.
- p. With the support of the County, subrecipient will be responsible for preparing the environmental review form, Environmental Review for Continuum of Care Leasing or Rental Assistance Project that is Categorically Excluded Subject to Section 58.5, Pursuant to 24 CFR 58.35(a)(5). The environment review forms will be completed in its entirety.. All completed Environmental Review forms will then be provided to the County for review and approval prior to committing CoC funds by the Project Sponsor and no less than once every five years thereafter. The Environmental Reviews will then be processed for signature to the responsible entity.
- q. The subrecipient will be responsible for inspecting each housing unit before it is occupied by a project participant to ensure it meets HUD habitability standards. Each unit will be physically inspected using the Housing Quality Standards (HQS) Inspection Checklist (HUD-52580) prior to the execution of the lease to assure that the unit meets HQS. Each housing unit must then be inspected at least annually after the initial inspection, or whenever there is a change in occupant to ensure that the unit continues to meet HQS.
- r. The subrecipient is to comply with the Subpart F Audit requirements. The County will verify compliance of this requirement by requiring that the subrecipient submit their annual audit report when it is expected that the subrecipient's Federal awards expended during the fiscal year will meet the \$750,000 expenditure threshold. San Benito will review the annual audit reports for compliance with the subpart F Audit requirements and that the subrecipient has taken appropriate follow-up actions and that a management decision is issued for audit findings pertaining to the subaward as required by 2 CFR Section 200.521. San Benito will document compliance after it has reviewed the audit report by providing a letter of compliance or non-compliance which will then be filed in the sub-recipient's file.
- s. The subrecipient is to provide the County their confidentiality policy describing how they will ensure the confidentiality of records containing protected identifying information of participants, including the address, location of housing and other confidential information. The County will ensure compliance by

Community Services Development Corporation (CSDC) as the project sponsor will provide the following services to eligible clients:

1. A minimum of 6 individuals and 5 families will receive permanent housing assistance under the HUD's CoC Permanent Supportive Housing Program as shown below:

Type and Scale of Housing

Housing type (select one)	☐ Barracks	☐ Dormitory	☐ Shared Housing	☐ SRO Units
	☐ Clustered Housing ☒ Scattered-site Apartments			

	☐ Single Family Homes/ Townhomes /Duplexes
Address: To be identified in the executed leases	
Identify the units, bedrooms and beds for the type of housing listed above.	
Units	6
Bedrooms	1
Beds	6

Housing type (select one)	☐ Barracks ☐ Dormitory ☐ Shared Housing ☐ SRO Units ☐ Clustered Housing ☒ Scattered-site Apartments ☐ Single Family Homes/ Townhomes /Duplexes
Address: To be identified in the executed leases	
Identify the units, bedrooms and beds for the type of housing listed above.	
Units	5
Bedrooms	2
Beds	14

2. The subrecipient will manage all existing leases and secure all future units and enter into master lease as a tenant directly with landlords for an initial term of one year and renewable on a month-to-month basis thereafter and terminable only for cause. A copy of all executed master leases will be provided to the County prior to move-in.
3. Prior to participant's move-in, the County and the contractor will conduct a walk-through of the exterior premise for all new units to satisfy HUD environmental review requirements.
4. Manage all aspect of tenancy including leases with landlord's property management companies.
5. Furnish all apartments with the basic necessities including living room furniture, bedroom furniture, refrigerator (if not provided by landlord), and dining table with chairs...etc.
6. All utilities including PG&E, water and garbage to be transferred under the contractor and pay them on a timely basis.
7. Make any necessary repairs if units are damaged.
8. Keep accurate tracking of the program budget expenditure. The invoices submitted shall include a summary of all program expenditures along with all backup documents.
9. The County will lead the HUD approved rental calculation worksheet for all clients to determine their monthly rent for their respective unit and will consult with the contractor for communication purposes.
10. The subrecipient and the County shall work together to revise, update and/or create policies and procedures as required by HUD.

11. Maintain open and consistent communication with the County for proper planning and implementation of the program. In addition, attend monthly program meetings to discuss progress, challenges, strategic planning....etc.
12. The County will be responsible for providing all case management and supportive services to tenants.
13. The County will conduct annual monitoring of the subrecipient to ensure that the subaward is used for the authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subawards.

Project Goals

The Helping Hands of San Benito County Project goals are as follows:

1. Obtain and remain in permanent housing- **CSDC**
 - 77% of persons entering the program will remain in permanent housing at year's end.
2. Enroll in substance abuse treatment- **San Benito County- CSWD**
 - 67% of applicable clients will stabilize an addiction for 90 days or longer.
3. Receive mental health counseling- **San Benito County- CSWD**
 - 75% of applicable clients will receive Mental Health services.
4. The goal is to have all 11-13 units occupied by eligible clients on an on-going basis. When a unit becomes available, all efforts will be made to fill the unit within 30 days by an eligible client (**CSDC**). Eligible clients will be referred by the County since the County will conduct the assessments and eligibility determination in accordance to HUD requirements (**San Benito County- CSWD**).
5. Mainstreaming- **San Benito County- CSWD**
 - 70% of all enrolled participants will receive Medical benefits within 6 months

Goals and Time Line

Continued identification of all eligible clients:	April 1, 2020 – March 2021 (County)
Enter into master leases with landlords (as needed):	April 1, 2020 – March 2021 (CSDC)
All approved clients will move-in within:	30 days of becoming vacant (CSDC)
Participate in Monthly program meetings:	Monthly
Permanent Supportive Housing Assistance:	April 1, 2020 – March 2021 (CSDC)
Provide Case Management:	Not Applicable-County
Provide supportive services:	Not Applicable-County

ATTACHMENT B

Payment Schedule

B-1. BILLING

Charges for services pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in Attachment A.
☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum of \$ _____, or
☒ a total sum not to exceed \$218,738

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)

Contractor shall be paid on a cost reimbursement monthly basis for the period of April 1, 2020 – March 31, 2021. Invoices along with all backup documentation will be submitted by the 5th of every month to the attention of:

Enrique Arreola
Community Services and Workforce Development
1111 San Felipe Road, Suite 107
Hollister, CA 95023

Reimbursement will be made in accordance to the budget below:

Total amount for this contract is \$218,738, which shall be allocated as follows:

a. Acquisition	\$0
b. New construction	\$0
c. Rehabilitation	\$0
d. Leasing	\$194,400
e. Supportive services	\$0
f. Operating costs	\$17,406
g. HMIS	\$
h. Administration	\$6,932

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.