



**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: Harry Mavrogenes

Title: RMA Director

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: 831-636-4170

Fax No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Dave Brown

Title: Principal

Address: 2515 Bidwell Street

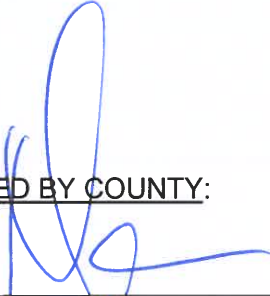
Folsom, CA 95630

Telephone No.: 916-984-6724

Fax No.: \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:

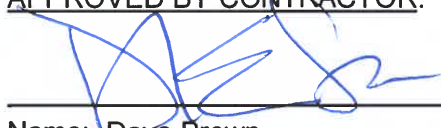


\_\_\_\_\_  
Name: Mark Medina

Title: Chair, San Benito County Board of Supervisors

Date: 9-24-19

APPROVED BY CONTRACTOR:



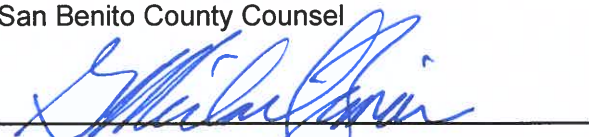
\_\_\_\_\_  
Name: Dave Brown

Title: Principal

Date: 9-18-19

APPROVED AS TO LEGAL FORM:

San Benito County Counsel



\_\_\_\_\_  
By: G. Michael Ziman, Deputy County Counsel

Date: September 19, 2019

**ATTACHMENT A-1**  
**Scope of Services**  
**(Annual Services)**

Contractor, for County's benefit, shall provide the following compliance support services for all surface mining operations in San Benito County, as required of the California Surface Mining and Reclamation Act (SMARA) (Public Resources Code section 2710 et seq.), SMARA regulations (California Code of Regulations, Title 14, Division 2, Chapter 8, Subchapter 1, Section 3500 et seq.), San Benito County Code of Ordinances (Chapter 19.13) and all other State and Federal regulations pertaining to the operation of surface mining operations. All references to Public Resources Code sections will be identified with the prefix "PRC"; all references to the California Code of Regulations sections will be identified with the prefix "CCR". All SMARA PRC and CCR Sections shall be complied with while completing the scope of services even if not explicitly referenced below.

Contractor shall ensure that all personnel and sub-contractors providing services under this Contract possess and maintain appropriate professional licensing and obtain appropriate professional training. In addition to the Annual Services set forth in this Attachment A-1 (Annual Services), Contractor shall also provide regular staff support services as set forth in Attachment A-2 (Mine-Specific Projects) as well as on-call SMARA compliance support services as set forth in Attachment A-3 (As-Needed On-Call Services).

**ANNUAL MINE INSPECTIONS AND ANNUAL COMPLIANCE REVIEW:**

All mine inspections shall be conducted by an individual who is a state-licensed geologist, state-licensed civil engineer, state-licensed landscape architect, state-licensed forester, or a qualified lead agency employee who has not been employed by surface mining operation during the previous 12 months (PRC Section 2774(b)(1)). On or after July 1, 2020 all inspectors shall have on file with the lead agency and the Division of Mine Reclamation (DMR) a certificate of completion of an inspection workshop pursuant to PRC Section (2774(d)(3)).

Contractor shall perform the inspections within 12 months of the previous inspections and coordinate with each operator to schedule the inspections on the date requested by the operator in the annual report form required by PRC Section 2207. The Contractor shall use the GDSMI guidance document while completing the inspection. Mine inspections will include the following subtasks:

- Review previous inspection reports to determine if corrective actions or violations were noted and corrected;
- Review County files and correspondence for previous corrective actions or violations;
- Review DMR input to the County via the Lead Agency Review Team as applicable;
- Review County files for any reclamation plan amendments;
- Confirm current operator/owner information;
- Review operator annual reports for the previous year regarding reported acreages disturbed and reclaimed;
- Review the approved reclamation plan, and any amendments there to, to ascertain the reclamation commitments and expected conditions at the current phase of operations;

- Document:
  - Operating parameters, height, depth, acreage, and phasing;
  - Reclamation goals and schedule;
  - County conditions of approval; and
  - Plan commitments for wildlife habitat, backfilling, regrading slope stability, recontouring, revegetation, drainage and erosion control, stream protection and groundwater, and topsoil salvage and distribution;
- Schedule and coordinate site inspection and attendees;
- Prepare file and records and make available at inspection;
- Acquire aerial photographs and measure current site acreage;
- Overlay site boundaries and permitted operating limits and setbacks and evaluate compliance;
- Travel to site and perform scheduled inspections;
- Document field conditions relative to SMARA performance standards;
- Prepare draft written report, graphics, and photographs;
- Prepare completion compliance form noting any violations and/or steps taken to correct these violations;
- Review draft report with County staff, and operator as appropriate;
- Prepare final reports in triplicate for distribution to the County, operator and DMR; and
- Coordinate all correspondence between the County, DMR Supervisor, State Mining and Geology Board (SMGB), and Operator during the annual financial assurance verification process to ensure timelines are met.

**Deliverables:**

- Completed mine inspection report MRRC-1 Form (electronic submittal); and
- Conditional use permit condition compliance review report for applicable mine sites.

**COMPLIANCE SUPPORT:**

On an as-needed basis the Contractor is to perform a use permit and reclamation plan compliance review simultaneously with the annual mine inspection of the mining operations. Contractor is to review the use permit and reclamation plan prior to the mine inspection to ensure the operator is in compliance with the conditions of use and reclamation plan requirements. The Contractor will complete the following subtasks:

- Review of records and preparation of a summary of conditions of approval;
- Incorporation of mitigation measures adopted through a mitigation monitoring and reporting program (MMRP); and
- Documentation of the status of each condition of approval.

**Deliverables:**

- Conditional use permit condition compliance review report for applicable mine sites.

If a surface mining operation is not in compliance with the established regulations of SMARA, the Contractor shall document the noncompliance on the MRRC-1 inspection report form and shall notify the County. If necessary, the Contractor is to draft notice-of-

violation letters for the County to review and submit to the Operator and DMR Supervisor. The Contractor is to follow the process established by PRC Section 2774.1.

Contractor shall assist the County in ensuring mine operations compliance with typical requirements for the following environmental statutes and/or plans:

- California Environmental Quality Act (CEQA) and CEQA Guidelines;
- The Clean Water Act, including Section 404 Permits;
- California Endangered Species Act and Federal Endangered Species Acts;
- California Fish and Game Code; including 1603 Streambed Alteration Agreements;
- Processing of Storm water Pollution Prevention Plans (SWPPP's);
- Spill Prevention Control and Countermeasures Plans (SPCCP's); and
- All other State and Federal regulations to protect the environment.

#### **FINANCIAL ASSURANCE COST ESTIMATE (FACE):**

##### **1. FACE VERIFICATION:**

Contractor is to ensure that the Operator submits the updated FACE within 30 days of the annual mine inspection. Contractor shall review financial assurances to ensure that the funding is adequate to perform the reclamation plan as defined in PRC Section 2773.1.

Contractor shall perform the following subtasks:

- Contact the operator and providing guidance and follow-up to receive the operator's proposed annual estimate submitted in accordance with PRC Section 2273.1(a)(3);
- Review and make recommendations to clarify, substantiate, and standardize the reclamation estimates in accordance with CCR Section 3804(c);
- Determine the current California labor and equipment rates or locally established rates;
- Review operator costs relative to current field conditions, aerial photographs, primary reclamation activities (grading), revegetation, structure and equipment removal, miscellaneous costs, monitoring, and reclamation administrative costs;
- Acquire the current Financial Assurance Mechanism (FAM)(bond) value and providing the FAM to the County;
- Compare the bond value to the FACE; and
- Review, resolve and report discrepancies
- Coordinate all correspondence between the County, DMR Supervisor, State Mining and Geology Board (SMGB), and Operator during the annual financial assurance verification process to ensure timelines are met.

Upon completion of the FACE review, Contractor shall notify the County of potential inadequacies and draft adequacy letters on the behalf of the County for submittal to the DMR for the 45 day review (PRC Section 2773.4). It is the Contractor's responsibility to ensure that the financial assurance provided by the Operator is adequate, complete and consistent with PRC Section 2773.1 and CCR Article 11, Section 3800 et. seq. Submitted financial assurance cost estimates shall be filled out on form FACE-1 as required by CCR Section 3805.1.

## **2. FACE PREPARATION:**

If selected by the County, the Contractor shall assist with the completion of annual FACE updates on the FACE-1 form for the requested mining operations. The Contractor is to use the guidelines outlined in CCR Section 3804 when calculating the financial assurance cost estimates. The subtasks for completion are:

- Review of current site conditions, reclamation status, plans for the next 12 months;
- Preparation of the California-required FACE form (FACE-1 Form);
- Review of equipment and labor requirements for reclamation;
- Provide annual update of rates per the California Department of Transportation Labor Surcharge and Equipment Rental Rates;
- Review and/or coordination of additional quotes for revegetation costs and site equipment valuation and dismantling; and
- Preparation of necessary graphics and related calculations regarding areas of grading, revegetation, and soil volumes.

Deliverables:

- FACE on the most recently DMR approved form (if County requests Contractor to complete form for operators requesting assistance);
- FACE adequacy letters for submittal to DMR and Operators (electronic submittals); and
- FACE approval notification with updated FAM requests to operators.

## **SCHEDULE:**

- Upon execution of this contract, the Contractor will begin scheduling inspection with each surface mine operator. The inspections will be conducted by the last week in November.
- Inspection reports will be submitted to DMR per SMARA guidelines (90 days from the time of inspection). FACE review and letters of completeness and adequacy will be submitted to the DMR at the same time as the inspection reports.
- The inspection process begins with notifying the operators. Contractor will perform the inspections in the field. Any potential issues will be discussed in the field and documented in the report. Operators will be asked to resolve any potential issues within 90 days if possible, before the inspection reports are submitted to DMR and issues will be noted on the completion form. Within 30 days of the inspections, Contractor will coordinate with the operator(s) to complete a revised (updated) FACE and, upon final review, the approved FACE documents will be submitted to DMR. Following the DMR 45-day review period, FACE approval letters will be sent to each operator with requirements for them to submit an updated FAM within 15 days of the letter. If a FACE is not accepted by the County, the FACE rejection letter will be sent to the operator and an appropriate timeline for follow up will be identified as required in Sections 2770; Article 7 beginning with Section 3860; Sections 2773.1 and 2773.1.5; and Article 11, Section 3800.
- The conditional compliance review report will also be completed and submitted to the County within 90 days of the inspection.
- Per SMARA Section 2774(b)(a), annual inspections will be completed in intervals of no more than 12 months.

**END OF ATTACHMENT A-1.**

**ATTACHMENT A-2**  
**Scope of Services**  
**(Mine Specific Projects)**

Below are identified projects for specific mines that need technical guidance from Contractor to complete and comply with SMARA regulations and guidelines. The Operators of the specific mines listed below will enter into reimbursement agreements with the County prior to commencement of these services by Contractor.

**1. Joe Pit Closure:**

This site needs final closure, requiring coordination with the Bureau of Land Management, and SMARA closure inspection and documentation. This is a complicated site that is in a remote location. 80 hours have been budgeted for completing this task.

**2. Harris Quarry IMP:**

This site needs extension of an interim management plan, which expired June 30, 2018. This is a limited effort to prepare an authorization letter and coordinate with DMR, requiring less than 12 hours to complete.

**3. Lomerias Muertas Closure:**

The Operator would like to close this site. This will involve County oversight and monitoring of the final reclamation tasks and final closure inspection and reporting. 100 hours have been budgeted.

**4. AR Wilson (Graniterock) OPA Solar Project:**

Graniterock is interested in increasing the use of solar power at its AR Wilson Quarry by installing solar fields on the Overburden Placement Area (OPA). The solar facilities would be an interim use to reduce use of the electric power grid by approximately 60 percent. Graniterock would close and decommission the solar facilities before site reclamation is complete to allow for the OPA to be revegetated and closed as anticipated in the approval reclamation plan.

The County has the authority to approve this project through issuance of building permit or similar nondiscretionary permit. In addition, SMARA authorizes the County to provide Graniterock with approval of a decommissioning plan and associated financial assurance cost estimate for the solar facility as an interim use. California Government Code Section 65080.5(b) provides for administrative permit approvals to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit.

Under SMARA, PRC Section 2777.3, the construction and operation of solar facilities (under 50 megawatts) are classified as interim and, therefore, exempt from the requirement to submit an amendment to an approved reclamation plan, dependent on compliance with certain criteria.

Contractor will provide staff services to review and evaluate the proposed solar project and recommend measures for complying with CEQA and SMARA.

**The following tasks will be completed for this project:**

**Task 1: General Coordination and Consultation**

Coordinate with County staff, Operator, and other interested parties as necessary to support the application and analyses. Coordination activities will include:

- Regular dialog with County staff and the operator via telephone calls and e-mail;
- Participation in coordination meetings, teleconferences, and hearings;
- Attendance at two (2) meetings at the County offices to discuss and coordinate peer review activities, beginning with an initial coordination meeting.

For each meeting and teleconference, Contractor will prepare meeting agendas, coordinate invitations, and assist with general meeting preparation and facilitation as necessary. Additional Contractor team members, including technical specialists, will participate as necessary via conference call.

The County will be required to submit a copy of the operating permit for the solar facility to the DMR for a 30-day review to allow DMR to decide whether it believes that the application complies with PRC Section 2777.3. The County would then be required to provide a written response to DMR's comments 30 days before land disturbing activities associated with the solar facility begin at the site. The Contractor will assist the County with this process.

**Task 2: Kick off Meeting:**

Contractor shall travel to and from Hollister and prepare the meeting agenda and subsequent meeting notes. David Brown and Bruce Steubing will attend this meeting.

**Task 3: Aesthetic Simulation and Evaluation:**

Prepare and aesthetics/visual resources impact assessment. The evaluation will include preparation of a visual inventory map; an assessment of existing visual character of the project site, including a written description and site photographs; and an evaluation of impacts associated with changes in the visual character as a result of the solar facility and transmission lines. Contractor will provide photographic simulations that depict the anticipated visual character of the site if it is reclaimed under the proposed plan. Project impacts and mitigation measures, project design, or project commitments to reduce any potentially significant visual impacts will be identified if available and necessary and documented in the evaluation.

**Task 4: Environmental and Public Safety Consideration Memorandum:**

Prepare an environmental and public safety considerations memorandum. This memorandum will summarize potential environmental and safety impacts of the proposed project and measure that can be incorporated into the project to address potential issues. This scope of work assumes preparation of a draft memorandum, two rounds of review, and finalization of the memorandum for public record.

**Task 5: Preparation of Financial Assurance Cost Estimate (FACE):**

Prepare a FACE for the dismantling and removal of the solar facility. This scope of work assumes preparation of a draft FACE, two rounds of review, and finalization of the FACE for public record.

**Task 6: Preparation of Decommissioning Plan:**

Prepare a decommissioning plan. This scope of work assumes preparation of a draft plan, two rounds of review and finalization of the plan for public record.

**Assumption:**

This scope of work assumes that a determination will have been made that the project will meet the CEQA exemption and SMARA Solar Project definition. No hearings or formal CEQA compliance are included with this scope of work.

**5. Enz Quarry Minor Reclamation Plan Amendment:**

The County processed a reclamation plan amendment approved by the County Planning Commission for Enz Quarry in May of 2017. Robert Enz would like to make a minor modification to the design drawings to maintain the mining depth consistent with the prior designed approved by the County in November, 2003. This will require the same procedural steps and coordination with the DMR as for the prior reclamation plan amendment.

**The following tasks will be completed for this project:**

**Task 1: Communication, Coordination, and Meetings:**

Coordinate with County staff, operator, and other interested parties as necessary to support application analyses. Coordination activities include:

- Regular dialog with County staff and the operator via telephone calls and e-mail;
- Participation in coordination meetings; teleconferences, and hearings; and
- Attendance at two (2) meetings at the County offices to discuss and coordinate peer review activities, beginning with an initial coordination meeting.

For each meeting and teleconference, Contractor will prepare meeting agendas, coordinate invitations, and assist with general meeting preparation and facilitation as necessary. Additional Contractor members including technical specialist, will participate as necessary via conference calls.

**Task 2: Application Review and Assistance:**

**A. Reclamation Plan Amendment.**

Activities include:

- Assistance in preparation of amended reclamation plan text;
- Work with the operator to review and assist in needed details for engineered drawings for reclamation;
- Up to two in-person meetings on-site or at County offices, as needed; and
- Implementation of updates to the current reclamation proposal, including changes to the area of mining.

**B. County Application Forms**

Assist in completing application forms that appropriately describe the limited natures of the project (for use permit and CEQA purposes). This will involve drafting administrative draft application forms and associated graphics and attachments. Coordinate with County staff and operator staff to ensure data

accurately reflects the proposed activities and meets the County expectations for completion of appropriate environmental review. Once input is provided, Contractor will update and finalize applications for final review and submittal by operator.

**Task 3: Environmental Review:**

The reclamation plan amendment is a discretionary action and subject to CEQA. The limited nature of the modification to the depth of mining is within the scope of prior approvals. Therefore, Contractor will prepare a negative declaration or exemption, which is expected to be the appropriate compliance document.

**Task 4: Process Coordination:**

Activities include:

- Coordination with RMA staff;
- Coordination with DMR for input on reclamation plan amendment;
- Notifications to DMR regarding process as required under SMARA; and
- Implementation of comments from responsible and commenting agencies.

**Task 5: Staff Report Preparation/Attendance:**

Activities include:

- Support of County staff in preparation of a staff report summarizing the project and the environmental review process;
- Support at public hearings as necessary;
- Preparation of a draft staff report for County staff review; and
- Preparation for and attendance of two hearings.

**Task 6: Post Decision Tasks:**

Contractor will assist in preparing the needed documents and implementing the required actions following the decision of the County Planning Commission. For example, Contractor will prepare the notice of exemption and final responses to DMR, file the necessary documents with the County Clerk, and prepare and produce final documents for distribution, including the final reclamation plan amendment and conditions of approval to DMR. Activities include production of hardcopy and/or electronic reports for the applicant, County, and DMR.

**6. Ashurst-Lewis Reclamation Plan Amendment:**

Ashurst- Lewis mine is in the final procedural steps of revising a reclamation plan. It will then proceed with final reclamation and closure.

**The following tasks will be completed for this project:**

**Task 1: Communication, Coordination, and Meetings:**

Coordinate with County staff, operator (Wilbur Ellis), and other interested parties as necessary to support application and analyses. Coordination activities include:

- Dialog with County staff and the operator via telephone calls and e-mail;
- Participation in coordination meetings, teleconferences, and hearings; and
- Attendance at two (2) hearings for the County Planning Commission/Board of Supervisors.

**Task 2: Application Review and Assistance:**

**A. Reclamation/ Closure Plan.**

Activities include:

- Assistance in preparation of an amended reclamation and closure plan that meets current SMARA standards;
- Work with the operator to update engineered drawings for reclamation and closure;
- Implementation of updates to the current reclamation proposal, including changes to depth of mining and reclamation without redistributing overburden;
- Documentation of reclamation completed and not subject to amended plan;
- Analysis of closure to end use; and
- Work with county staff in review of application forms and interdepartmental review.

**B. Technical Studies Support.**

- *Revegetation.* Document current conditions and determine whether reclamation standards have been satisfactorily met.
- *Hydrology.* Review surface hydrology report to be submitted by the Operator.
- *Geotechnical.* Review geotechnical report to be submitted by the Operator. Confirm no other remaining geotechnical issues.

Prior use permits amendments and reclamation plan amendments were approved before CEQA or were based on negative declarations. Thus, little or no documentation is available to rely on regarding the environmental consequences of mining and reclamation. The reclamation plan amendment is a discretionary action and subject to CEQA. However, the closure project involves less environmental consequences than that would have occurred from completing the previously approved project, and a CEQA exemption is considered the appropriate compliance document. Therefore, Contractor, will prepare the appropriate CEQA exemption document that is supportable and defensible.

**Task 4: Process Coordination:**

Activities include:

- Coordination with RMA staff;
- Coordination with DMR for input on reclamation plan amendment;
- Notifications to DMR regarding process as required under SMARA; and
- Implementation of comments of responsible and commenting agencies.

**Task 5: Staff Report Preparation/Attendance:**

Support County staff in preparation of staff report summarizing the project and the environmental review process and provide support at public hearings as necessary. The scope of this effort will be defined at a later date when the County, Wilbur Ellis, and Contractor have a better understanding of the nature of the environmental document to be processed and the nature of the public process is better defined.

**Task 6: Post Decision Tasks:**

Contractor will assist in preparing the needed documents and implementing the required actions following the decision of the County Planning Commission. For example, Contractor will prepare the notice of exemption and final response to DMR, file the necessary documents with the County Clerk, and prepare and produce final documents for distribution including the final reclamation plan amendment and condition of approval to DMR. Includes the production of hardcopy and/or electronic reports for the applicant, County, and DMR.

**7. San Benito Sand Plant Reclamation Plan Amendment:**

**The following tasks will be completed for this project:**

**Task 1: Communication, Coordination, and Meetings:**

Coordinate with County staff, Operator (Graniterock), and other interested parties as necessary to support application and analyses. Coordination activities include the following:

- Regular dialog County staff and the operator via telephone calls and e-mails;
- Participate in coordination meetings, teleconferences, and hearings; and
- Attendance at two (2) meetings at the County offices to discuss and coordinate peer review activities, beginning with an initial coordination meeting.

For each meeting and teleconference, we will prepare meeting agendas, coordinate invitations, and assist with general meeting preparation and facilitation as necessary. Additional Benchmark Resources team members, including technical specialists, will participate as necessary. Additional Contractor team members, including technical specialists, will participate as necessary via conference call.

**Task 2: Application Review and Assistance:**

**A. Reclamation/Closure Plan.**

Activities include:

- Assist in preparation of amended reclamation and closure plan updated from the 2003 submittal.
- Assist in preparation of an updated reclamation plan that meets current standards and recently issued DMR policy.
- Work with the Operator to review and assist in needed details for engineered drawings for reclamation and closure. The scope of work for this effort assumes up to two in-person meetings on-site or at County offices, as-needed.
- Address changes from the approved reclamation plan to the current reclamation proposal, including changes in depth of mining.
- Document reclamation completed and not subject to amended plan.
- Address closure to open space and conditions consistent with the general plan and zoning readily adaptable to future public uses.

**B. Technical Studies Support.**

- *Revegetation.* Document current conditions and determine whether reclamation standards have been satisfactorily met.

- *Hydrology.* Assist in coordination of update dated hydrology study ensure updated hydrology report confirms no risk to property or environment due to breached berm remaining post reclamation.
- *Geotechnical.* Confirm no other remaining geotechnical issues, including channel stability, slopes and fills.

C. County Application Forms.

Assist in completing application forms that appropriately describe the limited nature of the project (for use permit and CEQA purposes). This will involve drafting administrative draft application forms and associated graphics and attachments. Coordinate with County and Graniterock staff to ensure that data accurately reflects the proposed activities and meets County expectations for completion of appropriate environmental review. Once input is provided, we will update and finalize applications for final review and submittal by Graniterock staff.

**Task 3: Environmental Review:**

Prior use permits amendments and reclamation plan amendments were approved before CEQA or were based on negative declarations. Thus, little or no documentation is available to rely on regarding the environmental consequences or mining and reclamation. The reclamation plan amendment is a discretionary action and subject to CEQA. It is anticipated questions will arise regarding the environmental impacts of final reclamation and closure. Contractor shall coordinate environmental review with County Planning Staff.

- **Existing permit and operations baseline**  
Establish the existing baseline conditions for the environmental document and will document the degree of change that would occur if the project is approved. The baseline condition is an important factor in developing informative and defensible environmental documents and in ensuring consistent and accurate environmental impact analysis. Contractor's project manager and environmental analyst will present and discuss the approach to baseline considerations during the initial coordination meeting and ensure that baseline conditions are clearly defined in the environmental document.
- **Proposed Project Revisions**  
Put the proposed plan revisions in the proper context of prior approvals and changes that are and are not subject to CEQA is to develop a clear and concise project description that describes the activities that are subject to the County's discretionary approval. During initial preparation of the project description Contractor shall prepare a detailed list of information needs and questions to assist the County in obtaining information needed for a complete project description adequate for meeting CEQA requirements and providing information necessary for conducting the impact analysis for the environmental document. Contractor shall then use this information to prepare a draft project description to be provided to the County and Graniterock for review and further input if needed. The draft project description shall specifically identify those aspects of the project that may require additional clarification or confirmation of information presented in the draft. Once revisions or clarification to data

requests are provided by the County and the Applicant, Contractor shall then finalize the project description for inclusion in the environmental document.

- **Initial Study**

Prepare documentation based on completed technical studies that evaluated the potential significance of the identified impacts and provide recommendations regarding the proposed environmental document to use. If an EIR is determined to be appropriate, the initial study shall discuss and dispose of issues that will not need to be evaluated in greater detail in the EIR. If, however, a mitigated negative declaration is the appropriate environmental determination, the initial study shall identify mitigation measures that would be required to ensure that potential significant impacts can be reduced to a less-than-significant level.

**Task 4: Process Coordination:**

Based on the level of anticipated concern for the instream and off-channel mine reclamation, Contractor has budgeted a week and a half of principal's time to work with Graniterock and the County to respond to comments.

**Task 5: Staff Report Preparation/Attendance:**

Support County staff in preparation of a staff report summarizing the project and the environmental review process and provide support at public hearings as necessary. The scope of this effort will be defined at a later date when the County, Graniterock, and Contractor have a better understanding of the nature of the environmental document to be processed and the nature of the public process is better defined.

**Task 6: Post Decision Tasks:**

Contractor shall assist in preparing the needed documents and implementing the required actions following the decision of the County Planning Commission. For example, Contractor will prepare the notice of exemption and final responses to the DMR, file the necessary documents with the County Clerk, and prepare and produce final documents for distribution, including the final reclamation plan amendment and conditions of approval to DMR. Includes the production of hardcopy and/or electronic reports for the Applicant, County, and DMR.

**END OF ATTACHMENT A-2.**

**ATTACHMENT A-3**  
**Scope of Services**  
**(As-Needed On-Call Services)**

The following SMARA technical guidance and compliance support services listed below are to be completed by the Contractor on an as-needed or on-call basis to ensure the County meets all requirements of SMARA:

**1. GENERAL SMARA COMPLIANCE SUPPORT SERVICES:**

- Coordination of all correspondence between the County, DMR Supervisor, SMGB, and Operator;
- Assistance with mine operation change of ownership;
- Assistance with interim management plan (IMP) requests review and implementation;
- Assistance with mine closures;
- Assistance with ensuring all Operators complete and submit the proper annual reporting forms in accordance with PRC Section 2207;
- Assistance with public hearing notifications and intent to approve mining and reclamation plans;
- Assistance with the appeal process for use permits, reclamation plans and reclamation plan amendments;
- Assistance with general plan amendment and specific plan preparation requests in relation to surface mining operations;
- Assistance with preparing information for public records requests;
- Assistance with preparing materials to be presented to the public regarding the County's surface mining operations; and
- Assistance with any reporting requirements outlined in SMARA. Contractor is to meet all required submittal deadlines.

**2. USE PERMIT REVIEW AND APPROVAL:**

Contractor shall assist the County with new mine use permit application review and approval per the County Code of Ordinances Chapter 19.13 Section .007. The Contractor will work with the County to review the submitted mine permit application to ensure it is complete and compliant with PRC Sections 2772 and 2773. The Contractor shall assist the County with the established County Planning Division permit application review and approval processes. Services may include, but not limited to:

- Review application to determine completeness;
- Process fees;
- Reviewing site plan, operations plan, and reclamation plan;
- Distribution of complete use permit application to various stakeholders;
- Preparation of the letter of completeness;
- Assistance with compliance review, including but not limited to compliance with SMARA and SMARA regulations, CEQA and CEQA guidelines;
- Assistance with staff report and preparation of presentation for the County Planning Commission review;
- Assistance with public hearing notification and intent; and

- Coordinate all correspondence between the County, DMR Supervisor, SMGB, and Operator.

**3. RECLAMATION PLAN REVIEW AND APPROVAL:**

Contractor shall review submitted reclamation plans or plan amendments and ensure all required information is provided as outlined in PRC Section 2772. Subtasks for reclamation plan or plan amendment review and approval may include but are not limited to:

- Communication, coordination and meetings
  - Coordinate all correspondence between the County, DMR Supervisor, SMGB, and Operator during the reclamation review and approval process (PRC Section 2772.1).
- Application review and approval assistance
  - Ensure the reclamation plan or plan amendment is in compliance with all applicable requirements of SMARA and the SMARA regulations.
  - Provide technical studies support where needed
  - Ensure the DMR reviews the reclamation plan or plan amendment and provides comments
- Environmental Review
  - Assist with environmental review as required by CEQA
- Staff report preparation/attendance
  - Support County in preparation of staff report summarizing the project environmental review process
- Post Decision Tasks
  - Ensure the DMR receives the final approved reclamation plan or plan amendment and all required documentation within the specified time set forth by SMARA
  - Record a “notice of Reclamation Plan Approval” with the County Recorder on the behalf of the County as outlined in PRC Section 2772.7

**4. SOLAR PROJECTS:**

Under SMARA PRC Section 2777.3, the construction and operation of solar facilities (under 50 megawatts) are classified as interim and, therefore, exempt from the requirement to submit an amendment to an approved reclamation plan, dependent on compliance with certain criteria. On an as-needed basis the contractor shall assist with review and approval of solar installation projects. Subtasks shall include but are not limited to:

- Communication, coordination and consultation
  - Coordinate all correspondence between the County, DMR Supervisor, SMGB, and Operator
  - Provide application analyses
- Application review and approval
  - Ensure the operating permit for the solar facility is submitted to the DMR for a 30-day review
  - Environmental and public safety considerations
  - FACE preparation
  - Preparation of decommission plan

**END OF ATTACHMENT A-3.**

**ATTACHMENT B  
Payment Schedule**

**B-1. BILLING**

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

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

**B-2. PAYMENT**

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

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ \_\_\_\_\_, or
- a total sum not to exceed \$ 708,700.00

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS:** (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

*[ Special Compensation Terms begin on following page ]*

**Payment Schedule for Attachment A-1 Annual Services:**

Annual inspections and FACE updates or verifications services shall be funded by fees charged annually by the County to the Operator. Consultant is to invoice the County for the not-to-exceed annual fixed fee amounts listed below, as applicable.

**Fixed-Fee Budget for SMARA Compliance**

<u>Mine ID/Name</u>	<u>Annual Inspection &amp; Report</u>	<u>FACE Preparation *</u>	<u>FACE Verification*</u>	<u>Conditional Use Permit Compliance</u>
91-35-0001 Joe Pit	\$2,630.00	\$1,500.00	\$1,000.00	N/A
91-35-0004 SLC Pit	\$2,140.00	\$1,500.00	\$1,500.00	\$1,200.00
91-35-0005 Ashurst-Lewis	\$2,630.00	\$1,500.00	\$1,000.00	N/A
91-35-0006 Paicines Ranch Quarry	\$2,140.00	\$1,500.00	\$1,500.00	\$1,500.00
91-35-0007 Bixby Pit	\$1,800.00	\$1,500.00	\$1,000.00	\$2,500.00
91-35-0008 Williams Quarry	\$2,630.00	\$2,500.00	\$1,500.00	\$2,500.00
91-35-0009 Southside Sand & Gravel	\$2,630.00	\$2,800.00	\$1,500.00	\$500.00
91-35-0010 Harris Quarry	\$1,800.00	\$1,500.00	\$1,000.00	N/A
91-35-0011 San Benito Sand Plant	\$2,630.00	\$1,500.00	\$1,500.00	N/A
91-35-0012 Wilson/Logan Quarry	\$2,630.00	\$3,500.00	\$2,000.00	\$4,500.00
91-35-0013 Dolomite Quarry	\$2,140.00	\$2,500.00	\$1,500.00	\$2,500.00
91-35-0015 Nash Quarry	\$2,140.00	\$1,500.00	\$1,000.00	\$3,500.00
91-35-0016 Lomerias Muertas	\$1,800.00	\$1,500.00	\$1,000.00	\$3,500.00
91-35-0019 Mule Shoe Mine	\$2,630.00	\$1,500.00	\$1,500.00	\$3,500.00
91-35-0020 Benitoite Gem Mine	\$2,630.00	\$1,500.00	\$1,000.00	\$1,200.00
91-35-0021 Enz Quarry	\$2,140.00	\$2,500.00	\$1,500.00	\$3,500.00
<b>Total</b>	<b>\$37,140.00</b>	<b>\$30,300.00</b>	<b>\$21,000.00</b>	<b>\$30,400.00</b>

\*County choice of either FACE update or verification

**Multi-year Total for Attachment A-1 Annual Services:**

<u>Task:</u>	<u>Number of Years Performed</u>	<u>Total not-to-exceed amount</u>
Annual Inspection and Report	3 year	\$111,420.00
FACE Verification or Preparation	3 year	\$89,400.00
Conditional Use Permit Compliance (as-needed on-call)	1 year	\$30,400.00
<b>Multi-year Annual Services Total</b>		<b>\$231,220.00</b>

[ Attachment B continues on following page ]

**Payment Schedule for Attachment A-2 Mine-Specific Projects:**

The identified mine-specific projects described in Attachment A-2 funds shall be provided by the Operator through a reimbursement agreement between the County and the Operator. Commencement of work by Consultant under this Contract shall not begin until the County has provided written notice to the Consultant to proceed, and the continuation of Consultant's performance of the Scope of services in Attachment A-2 will be conditioned upon receipt by the County of ongoing funding from the Operator under the reimbursement agreement to complete the Scope of Services.

Charges for services rendered on a not-to-exceed basis shall be invoiced one month in arrears pursuant to the cost estimates set forth as follows:

**Summary for Mine-Specific Projects:**

	<b>Task:</b>	<b>Not-to-exceed</b>
1	Joe Pit Closure	\$18,000.00
2	Harris Quarry IMP	\$3,000.00
3	Lomerias Muertas Closure	\$22,500.00
4	AR Wilson OPA Solar Project	\$125,000.00
5	Enz Quarry Minor Reclamation Plan Amendment	\$75,820.00
6	Ashurst-Lewis Reclamation Plan Amendment/Closure	\$59,380.00
7	San Benito Sand Plant Reclamation Plan Amendment/Closure	\$173,780.00
	<b>A-2 Total:</b>	<b>\$477,480.00</b>

**Cost Breakdown for Mine-Specific Projects:**

<b>1. Joe Pit Closure</b>	
80 hours budgeted	\$18,000.00

<b>2. Harris Quarry IMP</b>	
12 hours budgeted	\$3,000.00

<b>3. Lomerias Muertas Closure</b>	
100 hours budgeted	\$22,500.00

<b>4. AR Wilson OPA Solar Project</b>	
<b>Task:</b>	<b>Not-to-exceed</b>
Task 1: General Coordination and Consultation	\$50,000.00
Task 2: Kick-Off Meeting	\$5,000.00
Task 3: Aesthetic Simulations and Evaluation	\$25,000.00
Task 4: Environmental and Public Safety Considerations Memorandum	\$20,000.00
Task 5: FACE Preparation	\$7,000.00
Task 6: Preparation of Decommissioning Plan	\$18,000.00
<b>Total</b>	<b>\$125,000.00</b>

[ Attachment B continues on following page ]

<b>5. Enz Quarry Minor Reclamation Plan Amendment</b>	
<b>Task:</b>	<b>Not-to-exceed</b>
Task 1: Communication, Coordination, and Meetings	\$15,560.00
Task 2: Application Review and Assistance	\$21,960.00
Task 3: Environmental Review	\$4,140.00
Task4: Process Coordination	\$10,900.00
Task 5: Staff Report Preparation/ Attendance	\$12,360.00
Task 6: Post Decision Tasks	\$10,900.00
<b>Total</b>	<b>\$75,820.00</b>

<b>6. Ashurst-Lewis Reclamation Plan Amendment/ Closure</b>	
<b>Task:</b>	<b>Not-to-exceed</b>
Task 1: Communication, Coordination, and Meetings	\$11,060.00
Task 2: Application Review and Assistance	\$13,650.00
Task 3: Environmental Review	\$6,800.00
Task4: Process Coordination	\$5,880.00
Task 5: Staff Report Preparation/ Attendance	\$11,090.00
Task 6: Post Decision Tasks	\$10,900.00
<b>Total</b>	<b>\$59,380.00</b>

<b>7. San Benito Sand Plant Reclamation Plan Amendment/ Closure</b>	
<b>Task:</b>	<b>Not-to-exceed</b>
Task 1: Communication, Coordination, and Meetings	\$21,600.00
Task 2: Application Review and Assistance	\$59,160.00
Task 3: Environmental Review	\$46,580.00
Task4: Process Coordination	\$27,000.00
Task 5: Staff Report Preparation/ Attendance	\$11,600.00
Task 6: Post Decision Tasks	\$7,840.00
<b>Total</b>	<b>\$173,780.00</b>

[ Attachment B continues on following page ]

**Payment Schedule for Attachment A-3 As-Needed On-Call Services:**

As-needed on-call services shall be billed by the Consultant to the County at the following rates:

**Fee Schedule**

<b>Item</b>	<b>Rate</b>
<b>Staff Hourly</b>	
Principal	\$245/hour
Director	\$225/hour
Geologist/Mining Engineer/ Lead Inspector	\$185/hour
Geotechnical engineer	\$185/hour
Technical staff Analyst/technical editor, CADD, GIS, field support	\$125/hour
Support staff Document control, word processing, database management	\$110/hour
<b>Subconsultants</b>	
Hydrogeologist	\$200/hour
Soils scientist	\$170/hour
<b>Expenditures</b>	
Airfare, auto rental, lodging, equipment, subconsultants, printing, and miscellaneous costs	Cost, plus 15%**
Report production –black and white	\$0.15 (letter), \$0.50 (tabloid)
Report production –color	\$1.00 (letter), \$1.50(tabloid)
Large format printing –black and white	\$10 (18x24), \$24 (24x36), \$36(36x48)
Large format printing –color	\$20 (18x24), \$54(24x36), \$65(36x48)
Auto mileage	Per Federal Regulation
Per diem	\$40.00 per day

\*\*Administrative burden covers associated overhead, warranty, indemnification, insurance, and carrying costs

The as-needed on-call services described in Attachment A-3 funds shall be provided by the Operator through a reimbursement agreement between the County and the Operator. Commencement of work by Consultant under this Contract shall not begin until the County has provided written notice to the Consultant to proceed, and the continuation of Consultant's performance of the Scope of services in Attachment A-3 will be conditioned upon receipt by the County of ongoing funding from the Operator under the reimbursement agreement to complete the Scope of Services.

**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.**