

AMENDMENT TO CONTRACT

2

The County of San Benito ("COUNTY") and Meyers, Nave, Riback, Silver and Wilson ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated January 21, 2013.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: January 12, 2016

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)

- ☐ The services specified in the original contract (Exhibit 1) are not modified.
- ☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
- ☒ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

Paragraph 1(f) of the original contract, as previously amended (Exhibit 1), is hereby further amended to add paragraph 1(f)(iii). As amended, paragraph 1(f) shall read as follows:

- (f) For the Hospital Road Bridge project, represent the County in the following eminent domain actions:
- (i) *County of San Benito v. Cristina M. Martinez, et al.* (San Benito County Superior Court Case No. CU-15-00063);
 - (ii) *County of San Benito v. Maximo R. Ornelas, et al.* (San Benito County Superior Court Case No. CU-15-00077); and
 - (iii) The heirs and devisees of Alfred Cowden, as owners of the "gap parcel" located within APN 021-110-062, if they are unable to be located and/or a settlement is not reached, and if the Board opts to exercise its discretion and authorizes commencement of litigation.

Paragraph 1(h) is hereby added to the original contract, as previously amended (Exhibit 1), to read as follows:

- (h) For the "gap parcel" located within APN 021-110-062, determined by First American Title to be owned by "THE HEIRS AND DEVISEES OF ALFRED COWDEN, DECEASED, SUBJECT TO THE ADMINISTRATION OF THE DECEDENT'S ESTATE", Contractor shall:
- (i) Retain Charles Phister as a subcontractor, to research and determine the current owners of the parcel.
 - (ii) Assist County Counsel and staff, as requested, with negotiations with the identified owners, as more fully described in Paragraph 1(a) and (b) to the original contract, as previously modified (Exhibit 1).
 - (iii) Assist County Counsel and staff, as requested, with review of various legal documents and attendance at hearings, as more fully described in Paragraph 1(c) and (d) to the original contract, as previously modified (Exhibit 1).
 - (iv) Assist County Counsel and staff, as requested, in resolving issues that may arise during the close of escrow, as more fully described in Paragraph 1(e) to the original contract, as previously modified (Exhibit 1).

- (v) Initiate litigation, if all heirs are unable to be located and/or a settlement is not reached, if the Board opts to exercise its discretion and authorizes commencement of litigation.
- (vi) If the Board exercises its discretion and authorizes commencement of an eminent domain action to acquire the "gap parcel", Contractor shall provide litigation support services described in paragraph 1(g) of the original contract, as previously amended (Exhibit 1).

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:
(Insert new services.)

c. Payment Terms. (Check one.)

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
- ☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
 - ☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:
(Insert modified or new payment terms.)

The introductory clause of Paragraph 3. CONTRACTOR COMPENSATION is hereby amended to read as follows:

Total compensation for the services and reimbursable expenses pursuant to this AGREEMENT shall not exceed Two-hundred and seventy-thousand Dollars (\$270,000), which includes \$50,000 for services specified in the original contract, \$170,000 for the First Amendment, and \$50,000 for the Second Amendment. CONTRACTOR shall notify COUNTY when seventy-five percent (75%) of the maximum compensation limit has been billed.

The remaining provisions of paragraph 3 not expressly amended herein shall remain in full force and effect.

☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:
(Insert replacement payment terms.)

d. **Other Terms.** (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

MEYERS, NAVE, RIBACK, SILVER AND WILSON

Brenda Aguilar-Guerrero
Brenda Aguilar-Guerrero, Attorney

6/21/2016
Date

COUNTY

SAN BENITO COUNTY BOARD OF SUPERVISORS

Robert Rivas, Chair

Date

APPROVED AS TO LEGAL FORM:

SAN BENITO COUNTY COUNSEL'S OFFICE

Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

6/21/16
Date

EXHIBIT 1
TO AMENDMENT # 2

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and Meyers, Nave, Riback, Silver and Wilson ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated January 21, 2013.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

☐ The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of _____ to a new expiration date of _____

b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

Paragraph 1(f) is hereby added to the contract to read as follows:

(f) For the Hospital Road Bridge project, represent the County in the following eminent domain actions:

(i) *County of San Benito v. Cristina M. Martinez, et al.* (San Benito County Superior Court Case No. CU-15-00063); and

(ii) *County of San Benito v. Maximo R. Ornelas, et al.* (San Benito County Superior Court Case No. CU-15-00077).

Paragraph 1(g) is hereby added to the contract to read as follows:

(g) For the Hospital Road Bridge project, for those matters requiring the filing of eminent domain cases, Contractor shall provide litigation support services including but not limited to the following:

- (i) Prepare and file summons and complaints, notices of lis pendens, motions for prejudgment possession, trial briefs, and other pleadings.
- (ii) Conduct discovery.
- (iii) Attend and represent the County in all scheduled hearings, appearances set by the Court (e.g. case management conferences, trial setting conferences, and settlement conferences) and in trial.

[] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

- [] The payment terms in the original contract (Exhibit 1) are not modified.
- [x] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
- [x] The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

The introductory clause of Paragraph 3. CONTRACTOR COMPENSATION is hereby amended to read as follows:

Total compensation for the services and reimbursable expenses pursuant to this AGREEMENT shall not exceed Two Hundred, Twenty Thousand Dollars (\$220,000), which includes \$50,000 for services specified in the original contract, and \$170,000 for the First Amendment. CONTRACTOR shall notify COUNTY when seventy-five percent (75%) of the maximum compensation limit has been billed.

The remaining provisions of paragraph 3 not expressly amended herein shall remain in full force and effect.

[] The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

(Insert replacement payment terms.)

d. Other Terms. (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. Other Terms.


All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR
MEYERS, NAVE, RIBACK, SILVER AND WILSON


Brenda Aguilar-Guerrero, Attorney

12/2/2015
Date

COUNTY
SAN BENITO COUNTY BOARD OF SUPERVISORS



11/16
Date

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE


Shirley L. Murphy, Deputy County Counsel

Dec. 15, 2015
Date

LEGAL SERVICES AGREEMENT BETWEEN COUNTY OF SAN BENITO
AND MEYERS, NAVE, RIBACK, SILVER AND WILSON

HOSPITAL ROAD BRIDGE PROJECT:
RIGHT-OF-WAY ACQUISITION

THIS LEGAL SERVICES AGREEMENT ("AGREEMENT") is by and between the County of San Benito ("COUNTY") and Meyers, Nave, Riback, Silver and Wilson ("CONTRACTOR").

1. CONTRACTOR SERVICES

COUNTY hereby retains CONTRACTOR as an independent contractor through the services of the following key persons: Brenda Aguilar-Guerrero, and such other partners, associates and staff members employed by CONTRACTOR as CONTRACTOR deems necessary and COUNTY'S County Counsel ("COUNTY COUNSEL"), or his or her designee, approves by email or other written document. CONTRACTOR shall not replace any of the key persons named above without the prior express approval of the COUNTY COUNSEL or his or her designee.

The services to be performed by CONTRACTOR in this AGREEMENT shall consist of legal services, including, but not limited to, advice, assistance and representation, with respect to the acquisition of right-of-way at 331-351 Hospital Road, Hollister, CA (APN 021-110-005, 021-110-031, and 021-110-032), in connection with the Hospital Road Bridge project, and shall include legal services concerning all aspects of said acquisition as assigned by COUNTY COUNSEL. CONTRACTOR shall perform legal services in the following more specific areas:

- (a) Provide County Counsel and staff with an initial evaluation, including but not limited to reviewing appraisals, reviewing offer packages, reviewing correspondence with the property owners' attorney, and conducting a tour of the Project, including a drive-by of potential take areas. (16 hours.)
- (b) Assist with settlement negotiations with the property owners. (4 hours.)
- (c) Assist County Counsel and staff, as requested, in the review of various legal documents, including, without limitation, a Resolution of Necessity, staff report, and applicable notices. (2 hours.)
- (d) Prepare for and attend Resolution of Necessity hearing. (8 hours.)

Notwithstanding the specificity of the foregoing, CONTRACTOR may be requested to perform legal services in other areas, and to coordinate the legal services provided to COUNTY, in connection with the acquisition of right-of-way for the Hospital Road Bridge. The hours indicated above are estimates only and actual time may be transferred among individual tasks, subject to the County Counsel's prior approval, so long as the total budget is not exceeded. Should the COUNTY require additional advice, assistance and representation in connection with such right-of-way acquisition, the parties will amend this contract to specify the additional scope and budget. Services to be provided shall include litigation and litigation support should that

become necessary, although a separate scope of work and budget shall be prepared before proceeding with any litigation. CONTRACTOR has not been engaged to act as counsel for, or to assume any duties to, any other parties who may be affiliated with or related to COUNTY.

2. CONTRACTOR PERFORMANCE

CONTRACTOR shall provide only those services that are necessary to carry out the work specified herein for COUNTY in an efficient and effective manner. CONTRACTOR shall provide only those services assigned by County Counsel and all matters shall be handled in collaboration with that office. Estimates of work and expected monthly costs shall be provided as required by COUNTY.

All invoices for work performed are subject to review and approval by County Counsel. CONTRACTOR shall avoid unnecessary duplicative efforts on the part of CONTRACTOR and CONTRACTOR'S partners, associates and staff members. CONTRACTOR shall keep COUNTY informed of progress and developments and respond promptly to COUNTY inquiries and communications.

Costs involved in training or learning of CONTRACTOR personnel shall not be charged to COUNTY. In order to avoid duplication of effort and to minimize legal fees, CONTRACTOR shall limit the number of attorneys or staff attending meetings or proceedings to those necessary as agreed to by COUNTY. To avoid duplication of effort and keep the cost of legal and other research to a minimum, significant research projects should be discussed with County Counsel prior to commencement of such work. It is inappropriate for COUNTY to pay legal fees for research on basic issues of law, especially where outside counsel has been hired for a specific area of expertise.

3. CONTRACTOR COMPENSATION

Total compensation for the services and reimbursable expenses pursuant to this AGREEMENT shall not exceed ten thousand dollars (\$10,000). CONTRACTOR shall notify COUNTY when 75% of the maximum compensation limit has been billed.

A. FEE COMPENSATION:

COUNTY agrees to pay and CONTRACTOR agrees to accept as full compensation for performance of tasks under this AGREEMENT the following sum per hour per person:

Senior Principal: \$350/hour.
Principals/Of Counsel: \$325/hour.
Of Counsel/Senior Associates: \$275/hour.
Associates: \$225/hour.
Paralegals: \$145/hour.

Ms. Aguilar-Guerrero is a Partner, providing services as the Principal attorney in this matter, and as such, her billing rate for services provided under this AGREEMENT, shall be \$325/hour.

Upon the prior approval, by email or other writing, of the COUNTY COUNSEL or his or her designee, CONTRACTOR may provide additional partners, associates, paralegals or staff employed by its firm to provide services under this AGREEMENT.

B. EXPENSES:

CONTRACTOR shall be reimbursed for actual, reasonable and necessary out-of-pocket expenses as follows: telephone charges, matter specific computer research charges, filing fees, printing and photographic reproduction expenses, court reporter's fees, attorney's time traveling one-way, and all other directly related expenses, excluding facsimile charges and postage charges. COUNTY'S reimbursement for said expenses shall be the cost of the expenses to the CONTRACTOR.

CONTRACTOR shall not be reimbursed for secretarial, clerical, word processing or typist services (including overtime hours worked), travel expenses or attorneys' time while traveling, or normal office operating expenses, with the exception of those charges and expenses stated above. In addition, CONTRACTOR shall not be reimbursed for such services performed or expenses incurred regardless of whether such tasks are performed or expenses incurred by CONTRACTOR'S partners, associate attorneys or anyone else.

4. PAYMENT PROVISIONS

Subject to Section 3 of this AGREEMENT, payment of compensation for the services provided and reimbursement for related, actual, reasonable and necessary out-of-pocket expenses incurred which are described here shall be made by COUNTY every 30 days after submission of an itemized invoice by CONTRACTOR. All such invoices shall have sufficient detail as may be required by COUNTY'S Auditor.

5. TERM OF AGREEMENT

This AGREEMENT shall commence on June 10, 2013, and continue in full force and effect until the earlier of the date (a) the work is completed, (b) \$10,000 of services and reimbursable expenses have been incurred, or (c) the AGREEMENT is extended or terminated as provided in this AGREEMENT.

6. TERMINATION

COUNTY may terminate this AGREEMENT with or without cause at any time. CONTRACTOR may withdraw and terminate this AGREEMENT with COUNTY'S consent or for good cause, if permitted under the Rules of Professional Conduct of the State Bar of California. CONTRACTOR, in order to terminate this AGREEMENT, shall give at least 30 days' advanced written notice to COUNTY. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of termination.

7. CONTRACTOR DUTIES UPON TERMINATION

Upon termination of the AGREEMENT, all finished or unfinished documents, data, studies, maps, photographs, reports and other materials (hereinafter collectively referred to as

"materials") prepared by CONTRACTOR under this AGREEMENT shall become property of COUNTY and shall be delivered to COUNTY promptly. Upon receipt of such materials CONTRACTOR shall be paid for services performed and reimbursable expenses incurred to the date of termination.

8. NON-EXCLUSIVE REMEDIES

COUNTY'S right to terminate this AGREEMENT is not its exclusive remedy but is in addition to all other remedies provided to COUNTY by law, in equity, or under the provisions of this AGREEMENT.

9. NO SPECIAL DAMAGES

In no event shall COUNTY be liable to CONTRACTOR for any direct, special or consequential damages or lost profits arising out of or relating to this AGREEMENT or the performance or breach thereof. CONTRACTOR promises, covenants and warrants that the performance of its services and representation to COUNTY under this AGREEMENT shall not result in a conflict of interest as that term is used in the Rules of Professional Conduct of the State Bar of California. In the event of a conflict of interest or a potential conflict, CONTRACTOR shall disclose such conflict to COUNTY COUNSEL and shall request COUNTY'S Board of Supervisors waive such conflict on a case-by-case basis.

10. INDEPENDENT CONTRACTOR

CONTRACTOR and its officers and employees, in the performance of this AGREEMENT, are independent contractors in relation to COUNTY and not officers and employees of COUNTY. Nothing in this AGREEMENT shall create 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 arise out the performance of this AGREEMENT. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. No person performing the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits available or granted to employees of COUNTY.

11. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES

The services to be performed by CONTRACTOR are personal in character, except as specifically authorized herein. No rights under this AGREEMENT may be assigned and no duties under this AGREEMENT may be delegated by CONTRACTOR without the prior written consent of COUNTY and any attempted assignment or delegation without such consent shall be void.

12. NONDISCRIMINATION

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

13. GOVERNING LAW; VENUE

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California. Proper venue for legal action regarding this AGREEMENT shall be in County of San Benito.

14. ENTIRE AGREEMENT

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

15. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless County of San Benito, its officers, agents and employees from and against any claim, liability, loss, injury or damage whatsoever arising as a result of and during the performance of this AGREEMENT by CONTRACTOR and/or its agents, officers or employees, including, but not limited to, claims for property damage, personal injury, death and any legal expenses (such as attorney's fees, court costs, investigation costs and expert fees) excepting only the extent of loss, injury or damage caused by the negligence or willful misconduct of personnel employed by COUNTY. It is the intent of the parties of the AGREEMENT to provide the broadest possible coverage for COUNTY. The term "performance" includes action or inaction of a party of its officers and employees.

16. GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements as follows:

- (a) Comprehensive General Liability Insurance: One million dollars each; two million dollars aggregate.
- (b) Professional Liability Insurance: Ten million dollars each; ten million dollars aggregate;
- (c) Comprehensive Motor Vehicle Liability Insurance: One million dollars.

Those insurance policies mandated by the provisions stated above 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) CONTRACTOR shall ensure that COUNTY shall

be given notice in writing at least 30 days in advance of any change, cancellation or non-renewal of each policy, unless such change, cancellation or non-renewal thereof provides for a new policy which satisfies the provisions mandated above; (c) the comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming County of San Benito and its officers, agents and employees as additional insured, and (d) the required coverage shall be maintained in effect throughout the term of this AGREEMENT.

17. INSURANCE COVERAGE REQUIREMENTS

If required by the insurance coverage addressed in the preceding section, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this AGREEMENT:

- (a) Comprehensive General Liability Insurance: CONTRACTOR shall maintain comprehensive general liability insurance covering all of CONTRACTOR'S operations with the combined single limit of not less than the amount set out in the preceding section.
- (b) Professional Liability Insurance: CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in the preceding section.
- (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 AGREEMENT with a combined single limit of not less than the amount set out in the preceding section.
- (d) Workers Compensation Insurance: CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code §3700, either through workers' compensation 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 AGREEMENT shall be replaced with a Consent to Self-Insure issued by the State Director of Industrial Relations.

18. CERTIFICATE OF INSURANCE

Within thirty (30) days of 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 AGREEMENT. CONTRACTOR shall file a new or amended Certificate promptly after any changes made in any insurance policy which would alter 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 AGREEMENT within 30 days of such change.

19. SEVERABILITY

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

20. SUCCESSORS AND ASSIGNS

Subject to the provisions of this AGREEMENT restricting CONTRACTOR'S right to assign or subcontract, the terms, covenants and conditions in the AGREEMENT shall bind and inure to the benefit of COUNTY and CONTRACTOR and, except as otherwise provided herein, their personal representatives, successors and assigns.

21. NO RELIANCE ON REPRESENTATIONS

Each party hereby represents and warrants that it is not relying and has not relied upon any representation or statement of the other party with respect to the facts involved or rights or duties of either party under this AGREEMENT. Each party understands and agrees the facts relevant or believed to be relevant to this AGREEMENT 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 this AGREEMENT shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

22. COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts each of which so executed shall be deemed an original. The counterpart shall together constitute one AGREEMENT.

23. AUTHORITY AND CAPACITY

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

24. WAIVER

Waiver by either party of a breach of any covenant of this AGREEMENT shall 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 AGREEMENT. The parties shall not waive any provisions of this AGREEMENT unless the waiver is in writing and is signed by all parties.

25. NOTICES

All notices required by this AGREEMENT shall be in writing and shall be deemed to be duly given only if delivered personally or deposited in the United States mail, postage pre-paid, return receipt required, addressed to the other party at the address or addresses set forth below or at such other address the party may designate in writing in accordance with this section.

COUNTY: Shirley L. Murphy, Deputy County Counsel
San Benito County Counsel's Office
481 Fourth Street, Second Floor
Hollister, CA 95023
(831) 636-4040

CONTRACTOR Brenda Aguilar-Guerrero, Esq.
Meyers, Nave, Riback, Silver and Wilson
555 12th Street, Suite 1500
Oakland, CA 94607
(510) 808-2000

26. COMPLIANCE WITH APPLICABLE LAWS

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

27. NEGOTIATED AGREEMENT

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

28. RESPONSIBILITY OF CONTRACT ADMINISTRATORS

All matters concerning this AGREEMENT 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.

29. NON-EXCLUSIVE AGREEMENT

This AGREEMENT is non-exclusive and COUNTY retains the right to contract with any other attorney or law firm to provide any legal services desired by COUNTY concerning the Hospital Road Bridge project.

The parties have caused this AGREEMENT to be executed by their duly authorized representatives.

COUNTY OF SAN BENITO

Matthew W. Granger
Matthew W. Granger, County Counsel

Date: 6-6-2013

MEYERS, NAVE, RIBACK, SILVER AND
WILSON

Brenda Aguilar-Guerrero
Brenda Aguilar-Guerrero

Date: 6/6/2013