

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Shute, Mihaly & Weinberger, LLP ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on February 23, 2016, and end on June 30, 2017, unless sooner terminated as specified herein.

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

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

6. **Termination.**

The number of days of advance written notice required for termination of this contract is 0.
Termination of this contract shall be governed by the terms set forth in Attachment "D".

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

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract. To the extent that Attachment "D" conflicts with any other provision in this contract, Attachment "D" shall prevail.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Barbara Thompson

Title: Assistant County Counsel

Address: 481 Fourth St., 2nd Floor

Hollister, California 95023

Telephone No.: 831-636-4040

Fax No.: 831-636-4044

Contract Administrator for CONTRACTOR:

Name: Tamara Galanter

Title: Partner, Shute, Mihaly & Weinberger LLP

Address: 396 Hayes Street

San Francisco, CA 94012-4421

Telephone No.: 415-552-7272 x 239

Fax No.: 415-552-5816

SIGNATURES

APPROVED BY COUNTY:



Name: Robert Rivas

Chair, San Benito County Board of Supervisors

Date: 2/23/16

APPROVED BY CONTRACTOR:



Tamara Galanter

Title: Partner, Shute, Mihaly & Weinberger LLP


Tax I.D.

94-2647744

Date: February 5, 2016

APPROVED AS TO LEGAL FORM:

Matthew W. Granger, San Benito County Counsel



By: Barbara Thompson, Assistant County Counsel

Date: 2/16/16

ATTACHMENT A
Scope of Services

1. Provide legal counsel as assigned by the County Counsel Office related to the San Benito County Landfill. All communications with the County, its employees and contractors, shall be coordinated through the County Counsel's office.

END OF ATTACHMENT A.

**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 \$ 50,000. (See B-4 below).

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)

Payments shall be made based on hourly rates set forth in Attachment "D" until terminated. Authorization to proceed shall be limited an initial sum of \$15,000, and future authorization shall be provided by County Counsel's office in writing based on work to be performed, until the maximum compensation under this contract is reached. All communications with the County and its staff shall be coordinated through the County Counsel's office.

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.

ATTACHMENT "D"

Engagement Letter

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Brent C. Barnes
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4. Discharge and Withdrawal

Client may discharge the Firm at any time by providing written notice to the Firm, which is effective upon receipt by the Firm. In the event of such discharge, if the Firm is Client's attorney of record in any proceeding, the Firm will promptly provide Client with a substitution of attorney form. Client will execute and return the substitution of attorney form immediately upon receipt from the Firm.

The Firm may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. A valid reason for withdrawal by the Firm would include, but not be limited to, Client's consent, Client's breach of this Agreement, Client's failure to pay fees and costs as provided in this Agreement, Client's conduct renders it unreasonably difficult for the Firm to carry out the representation effectively, or any fact or circumstances that would render the Firm's continuing representation unlawful or unethical. At such time as the Firm's services conclude, all unpaid fees for legal and related services and costs and expenses will immediately become due and payable.

5. Case File

After the Firm's services conclude, the Firm will, upon Client's request, deliver the file for this matter to Client. If Client does not request the file for this matter, the Firm will retain it for a period of five years after the matter is closed. If Client does not request delivery of the file for this matter before the end of the five-year period, the Firm will have no further obligation to retain the file and may, at the Firm's discretion, destroy it without further notice to Client. At any point during the five-year period, Client may request delivery of the file. If Client so requests, paper copies of original documents (or the originals themselves) will be provided free of charge. Client agrees to pay for any additional fees or costs incurred to produce electronic files, if Client requests those files.

6. No Guarantee

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of this matter. The Firm makes no such promises or guarantees.

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7. Conflicts Waiver

Please be advised that our Firm represents public agencies and private organizations in land use and environmental matters throughout California. Accordingly, it is agreed, and you hereby consent, that our attorney-client relationship with you in this matter will not serve as a basis for the Firm's disqualification from representing other clients or parties in any legal proceedings, cases, controversies, or matters, other than those in which we represent you, except if and to the extent absolutely and non-waivably required by the Rules of Professional Conduct.

As we have discussed, the Firm has represented and will likely continue to represent San Benito Rising in connection with a ban on the use of land in San Benito County for fracking and other high intensity petroleum operation ("fracking matter"). We do not believe that there is any conflict of interest between our representation of Client in this matter and our work for San Benito Rising. Moreover, we do not believe that we have received any confidential communication from San Benito Rising that would be relevant to this matter. Although the fracking matter and this matter are unrelated and are unlikely to result in the firm obtaining any confidential information from San Benito Rising relevant to our representation of Client, our representation of Client in this matter will put the Firm in a position of representing two clients whose interests are potentially adverse. Notwithstanding the absence of any risk to confidential information, this situation does give rise to the possibility of divided loyalty on the part of our Firm.

Although we are not aware of any actual or reasonably foreseeable adverse effects of such potential divided loyalty in this case, it is possible that such effects may arise. Because it is at least arguably possible that an actual or potential conflict of interest could develop in the future between our work for San Benito Rising in the fracking matter and our work for Client, we have decided to seek Client's informed written consent to that work prior to undertaking any work on this matter.

Should an actual conflict arise, we will endeavor to apprise you promptly of the conflict. In the event that an actual conflict of interest should arise, by signing this letter Client consents to the Firm's continued representation of San Benito rising in the fracking matter. Client further agrees not to assert any such conflict of interest or to seek to disqualify us from representing San Benito Rising in the fracking matter, notwithstanding any adversity that may develop in the future.

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Of course, you have the option of retaining separate counsel in this matter. Notwithstanding the risks described in this letter, you have advised us that you do not wish to seek other counsel at this time. I encourage you to seek independent counsel regarding the import of this consent, if you so desire, and would emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign this Agreement.

By signing and returning this Agreement, you will consent to and waive any conflicts arising from this Firm's simultaneous representation of Client in this matter and San Benito Rising in the fracking matter and to this Firm's continued and future representation of San Benito Rising with regard to the fracking matter, and agree not to assert any conflict of interest or otherwise seek to disqualify this firm from representing San Benito Rising in the fracking matter notwithstanding any adversity that may develop in the future.

This agreement will be effective when it is signed by you. However, this agreement will apply to any services we may provide in connection with the engagement before the effective date.

We look forward to working with you on this matter. If this Agreement is satisfactory, please sign and return the executed agreement to me.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

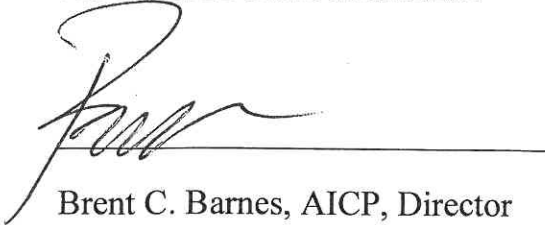


Tamara S. Galanter

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ACCEPTED AND AGREED:

A handwritten signature in black ink, appearing to read 'Brent C. Barnes', is written over a horizontal line.

Brent C. Barnes, AICP, Director
Resource Management Agency
San Benito County

Date: 2/26/16

SHUTE, MIHALY
& WEINBERGER LLP

396 HAYES STREET, SAN FRANCISCO, CA 94102
T: (415) 552-7272 F: (415) 552-5816
www.smwlaw.com

TAMARA S. GALANTER
Attorney
galanter@smwlaw.com

**ATTORNEY-CLIENT COMMUNICATION
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February 4, 2016

Brent C. Barnes, AICP, Director
Resource Management Agency
San Benito County
County Administration Building
481 4th St., 1st Floor
Hollister, CA 95023-3840

Re: Legal Retainer Agreement

Dear Mr. Barnes:

This letter sets forth the terms under which Shute, Mihaly & Weinberger LLP ("Firm") will provide legal services to the County of San Benito ("Client") in connection with solid waste matters. If you agree to the terms of this retainer agreement ("Agreement"), please sign this letter and return it to me at your earliest convenience.

1. Legal Services to Be Provided

The Firm is retained to provide Client the following legal services: assist Client in the development and imposition of an import mitigation fee for out-of-county solid waste deposited in County landfills and provide other legal advice regarding integrated waste management as requested by Client.

2. Legal Fees, Costs and Billing Practices

The Firm's hourly billing rates for these services will be as follows:

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Partner	\$275
Jr. Partner	\$255
Associate III	\$245
Associate II	\$235
Associate I	\$205
Planner	\$180
Paralegal	\$110
Law Clerk	\$70

Fees will be charged in increments of one-tenth of an hour. The Firm will annually increase these billing rates consistent with any annual increase in the Consumer Price Index (October over October time period) for All Urban Consumers (not seasonally adjusted) San Francisco-Oakland-San Jose area (1982-1984 = 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor, rounded to the nearest whole \$1. The Firm will implement the increase each year on January 1st, or as soon thereafter as the CPI information is published. If Client declines to pay for the Firm's services at any increased rates, the Firm will have the right to withdraw as Client's attorneys. The Firm has errors and omissions insurance coverage applicable to the services being provided under this Agreement.

Client will also reimburse Firm for costs incurred in the course of representation, including fees fixed by law or assessed by public agencies, long-distance telephone, facsimile, messenger services, postage, photocopying, and charges for electronic legal research time. In the event of out of town travel, Client agrees to pay all transportation costs, lodging, parking, and meals, as well as the hourly rates for attorney travel time. The Firm will provide detailed monthly billing statements for fees and costs incurred. Client agrees to pay the Firm's billed costs and fees within thirty (30) days following billing.

3. Authorized Representative of Client

Client designates Barbara Thompson as the authorized representative to direct the Firm and to be the primary person to communicate with the Firm regarding the subject matter of this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firm and other representatives of Client. Unless directed otherwise by Client, all correspondence and bills will be directed to the authorized representative.

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4. Discharge and Withdrawal

Client may discharge the Firm at any time by providing written notice to the Firm, which is effective upon receipt by the Firm. In the event of such discharge, if the Firm is Client's attorney of record in any proceeding, the Firm will promptly provide Client with a substitution of attorney form. Client will execute and return the substitution of attorney form immediately upon receipt from the Firm.

The Firm may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. A valid reason for withdrawal by the Firm would include, but not be limited to, Client's consent, Client's breach of this Agreement, Client's failure to pay fees and costs as provided in this Agreement, Client's conduct renders it unreasonably difficult for the Firm to carry out the representation effectively, or any fact or circumstances that would render the Firm's continuing representation unlawful or unethical. At such time as the Firm's services conclude, all unpaid fees for legal and related services and costs and expenses will immediately become due and payable.

5. Case File

After the Firm's services conclude, the Firm will, upon Client's request, deliver the file for this matter to Client. If Client does not request the file for this matter, the Firm will retain it for a period of five years after the matter is closed. If Client does not request delivery of the file for this matter before the end of the five-year period, the Firm will have no further obligation to retain the file and may, at the Firm's discretion, destroy it without further notice to Client. At any point during the five-year period, Client may request delivery of the file. If Client so requests, paper copies of original documents (or the originals themselves) will be provided free of charge. Client agrees to pay for any additional fees or costs incurred to produce electronic files, if Client requests those files.

6. No Guarantee

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of this matter. The Firm makes no such promises or guarantees.

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7. Conflicts Waiver

Please be advised that our Firm represents public agencies and private organizations in land use and environmental matters throughout California. Accordingly, it is agreed, and you hereby consent, that our attorney-client relationship with you in this matter will not serve as a basis for the Firm's disqualification from representing other clients or parties in any legal proceedings, cases, controversies, or matters, other than those in which we represent you, except if and to the extent absolutely and non-waivably required by the Rules of Professional Conduct.

As we have discussed, the Firm has represented and will likely continue to represent San Benito Rising in connection with a ban on the use of land in San Benito County for fracking and other high intensity petroleum operation ("fracking matter"). We do not believe that there is any conflict of interest between our representation of Client in this matter and our work for San Benito Rising. Moreover, we do not believe that we have received any confidential communication from San Benito Rising that would be relevant to this matter. Although the fracking matter and this matter are unrelated and are unlikely to result in the firm obtaining any confidential information from San Benito Rising relevant to our representation of Client, our representation of Client in this matter will put the Firm in a position of representing two clients whose interests are potentially adverse. Notwithstanding the absence of any risk to confidential information, this situation does give rise to the possibility of divided loyalty on the part of our Firm.

Although we are not aware of any actual or reasonably foreseeable adverse effects of such potential divided loyalty in this case, it is possible that such effects may arise. Because it is at least arguably possible that an actual or potential conflict of interest could develop in the future between our work for San Benito Rising in the fracking matter and our work for Client, we have decided to seek Client's informed written consent to that work prior to undertaking any work on this matter.

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Of course, you have the option of retaining separate counsel in this matter. Notwithstanding the risks described in this letter, you have advised us that you do not wish to seek other counsel at this time. I encourage you to seek independent counsel regarding the import of this consent, if you so desire, and would emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign this Agreement.

By signing and returning this Agreement, you will consent to and waive any conflicts arising from this Firm's simultaneous representation of Client in this matter and San Benito Rising in the fracking matter and to this Firm's continued and future representation of San Benito Rising with regard to the fracking matter, and agree not to assert any conflict of interest or otherwise seek to disqualify this firm from representing San Benito Rising in the fracking matter notwithstanding any adversity that may develop in the future.

This agreement will be effective when it is signed by you. However, this agreement will apply to any services we may provide in connection with the engagement before the effective date.

We look forward to working with you on this matter. If this Agreement is satisfactory, please sign and return the executed agreement to me.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

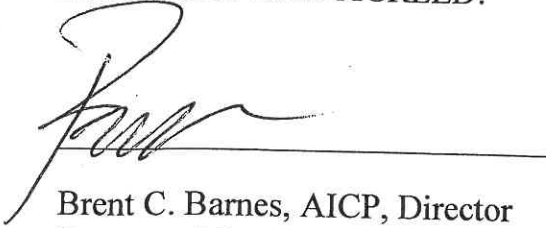


Tamara S. Galanter

**ATTORNEY-CLIENT COMMUNICATION
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Brent C. Barnes
February 4, 2016
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ACCEPTED AND AGREED:

A handwritten signature in black ink, appearing to be 'Brent C. Barnes', is written over a horizontal line.

Brent C. Barnes, AICP, Director
Resource Management Agency
San Benito County

Date: 2/26/16

**ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL**

Brent C. Barnes
February 4, 2016
Page 2

Partner	\$275
Jr. Partner	\$255
Associate III	\$245
Associate II	\$235
Associate I	\$205
Planner	\$180
Paralegal	\$110
Law Clerk	\$70

Fees will be charged in increments of one-tenth of an hour. The Firm will annually increase these billing rates consistent with any annual increase in the Consumer Price Index (October over October time period) for All Urban Consumers (not seasonally adjusted) San Francisco-Oakland-San Jose area (1982-1984 = 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor, rounded to the nearest whole \$. The Firm will implement the increase each year on January 1st, or as soon thereafter as the CPI information is published. If Client declines to pay for the Firm's services at any increased rates, the Firm will have the right to withdraw as Client's attorneys. The Firm has errors and omissions insurance coverage applicable to the services being provided under this Agreement.

Client will also reimburse Firm for costs incurred in the course of representation, including fees fixed by law or assessed by public agencies, long-distance telephone, facsimile, messenger services, postage, photocopying, and charges for electronic legal research time. In the event of out of town travel, Client agrees to pay all transportation costs, lodging, parking, and meals, as well as the hourly rates for attorney travel time. The Firm will provide detailed monthly billing statements for fees and costs incurred. Client agrees to pay the Firm's billed costs and fees within thirty (30) days following billing.

3. Authorized Representative of Client

Client designates Barbara Thompson as the authorized representative to direct the Firm and to be the primary person to communicate with the Firm regarding the subject matter of this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firm and other representatives of Client. Unless directed otherwise by Client, all correspondence and bills will be directed to the authorized representative.

SHUTE MIHALY
& WEINBERGER LLP

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TAMARA S. GALANTER
Attorney
galanter@smwlaw.com

**ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL**

February 4, 2016

Brent C. Barnes, AICP, Director
Resource Management Agency
San Benito County
County Administration Building
481 4th St., 1st Floor
Hollister, CA 95023-3840

Re: Legal Retainer Agreement

Dear Mr. Barnes:

This letter sets forth the terms under which Shute, Mihaly & Weinberger LLP ("Firm") will provide legal services to the County of San Benito ("Client") in connection with solid waste matters. If you agree to the terms of this retainer agreement ("Agreement"), please sign this letter and return it to me at your earliest convenience.

1. Legal Services to Be Provided

The Firm is retained to provide Client the following legal services: assist Client in the development and imposition of an import mitigation fee for out-of-county solid waste deposited in County landfills and provide other legal advice regarding integrated waste management as requested by Client.

2. Legal Fees, Costs and Billing Practices

The Firm's hourly billing rates for these services will be as follows: