

36. Approve Agreement for Joint Exercise of Powers Through Joint Retention of Eminent Domain Legal Services Provider with the Santa Cruz County Regional Transportation Commission to retain Laura Beaton of Shute, Mihaly & Weinberger LLP in the not to exceed amount of \$400,000, and take related actions ()



## **County of Santa Cruz Board of Supervisors**

### **Agenda Item Submittal**

**From:** General Services Department

**Subject:** Approve Joint Retention of Eminent Domain Legal Services Agreement

**Meeting Date:** June 24, 2025

**Formal Title:** Approve Agreement for Joint Exercise of Powers Through Joint Retention of Eminent Domain Legal Services Provider with the Santa Cruz County Regional Transportation Commission to retain Laura Beaton of Shute, Mihaly & Weinberger LLP in the not to exceed amount of \$400,000, and take related actions

### **Recommended Actions**

1. Approve the Agreement for Joint Exercise of Powers Through Joint Retention of Eminent Domain Legal Services Provider between the County of Santa Cruz and the Santa Cruz County Regional Transportation Commission to retain Laura Beaton of Shute, Mihaly & Weinberger LLP as eminent domain counsel in the not to exceed amount of \$400,000; and
2. Authorize the Director of General Services to execute the agreement on behalf of the County; and
3. Authorize the Auditor-Controller-Treasurer Tax Collector to make payments and accept reimbursements as described therein.

### **Executive Summary**

In December 2023, the Board of Supervisors (Board) approved a Cooperative Agreement (COOP) between the County of Santa Cruz (County) and the Santa Cruz County Regional Transportation Commission (SCCRTC). Under the COOP, the County agreed to provide real property acquisition services in support of the Highway 1 Auxiliary Lanes and Bus on Shoulders Project between the State Park Drive and Freedom Boulevard interchanges and the Coastal Rail Trail Segment 12 Project (collectively, the Project). The COOP anticipated that the parties would enter into a separate agreement to address the retention of eminent domain counsel and the reimbursement of associated costs. This follow-up agreement is now recommended for Board approval.

### **Discussion**

The County and SCCRTC have negotiated an agreement for joint legal representation by Laura Beaton of Shute, Mihaly & Weinberger LLP (Counsel). Counsel will provide legal services related to the acquisition of real property interests necessary for the Project within the County's jurisdiction. These services include advising on pre-condemnation activities as well as representing the parties in any necessary eminent domain litigation.

Under the terms of the agreement, the County will directly compensate Counsel for services rendered, in an amount not to exceed \$400,000. SCCRTC will fully reimburse the County for all payments made to Counsel. To facilitate this reimbursement, SCCRTC will deposit \$100,000 into a County-designated account ("Funds") within thirty (30) days of the agreement's effective date. The County will use these Funds to pay Counsel. Whenever the balance of the Funds drops below \$25,000, SCCRTC will replenish the account to the full \$100,000 within ten (10) business days.

**Financial Impact**

This agreement authorizes up to \$400,000 for legal services, appropriated in the upcoming Fiscal Year 2025-26 under GL Key 332300 Object 62360. The County will incur no costs, as SCCRTC will reimburse the County in full through advance deposits to General Services (GL Key 332300 Object 41150).

**Strategic Initiatives**

Equity Framework - County Facilities & Infrastructure  
Operational Plan - Reliable Transportation  
Climate Action - Transportation

**Submitted By:**

Michael Beaton, General Services Director

**Recommended By:**

Carlos J. Palacios, County Executive Officer

**Artificial Intelligence Acknowledgment:**

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

**Contract No. 25C5109**

**AGREEMENT FOR JOINT EXERCISE OF POWERS THROUGH  
JOINT RETENTION OF EMINENT DOMAIN LEGAL SERVICES PROVIDER  
BETWEEN THE COUNTY OF SANTA CRUZ AND  
THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION**

THIS CONTRACT is entered into by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called "SCCRTC," and the COUNTY OF SANTA CRUZ, hereinafter called the "County."

County and SCCRTC are sometimes referred to herein as "Party" or "Parties."

The Parties agree as follows:

**I. BACKGROUND**

1. Pursuant to the agreement between the County and SCCRTC dated December 12, 2023, the County agreed to provide real property acquisition services to SCCRTC for the acquisition of real property interests necessary for SCCRTC to perform its Highway 1 State Park to Freedom Boulevard Auxiliary Lanes and Bus on Shoulders Project which includes Segment 12 of the Coastal Rail Trail Project ("Project").

2. In that December 2023 agreement, the Parties also agreed that if the Project required exercise of eminent domain powers, the Parties would enter into a separate agreement to address retention of counsel and reimbursement of the County for the cost of retaining eminent domain counsel.

3. The Parties further agree that that said legal work would be best performed by retained outside counsel.

4. Because the Project is an SCCRTC project; the Project requires acquisition of property both in and outside SCCRTC's railway right-of-way ("Railway"); and SCCRTC is the funding provider for the Project and the Parties are not presently adverse, the Parties further agree that there are efficiencies to be gained by both Parties using the same outside counsel. The contract for outside counsel will be jointly retained and managed by the Parties.

5. Because part of the right-of-way acquisition lies outside the Railway and within the County's jurisdiction, the County will be required to exercise its own eminent domain power for the benefit of SCCT's Project and retain outside counsel identified below. SCCRTC agrees to fully reimburse County for all expenses incurred because of the County's retention and utilization of outside counsel for SCCRTC's Project.

6. The Parties are therefore entering this Agreement, as a joint exercise of their powers consistent with Code of Civil Procedure Section 1240.140(b) and Government Code sections 6500 et. seq., and to address retention of outside counsel by the County for the Project, coordination between the Parties for use of outside counsel, and reimbursement of the County's costs for retaining said counsel.

## **II. AGREEMENT**

### **1. SELECTION AND RETENTION OF COUNSEL.**

1.1 County agrees to retain Laura Beaton of Shute, Mihaly & Weinberger LLP (“Counsel”) as eminent domain counsel for the Project, as well as such supporting attorneys and staff necessary for any Condemnation Work.

1.2 Scope of Counsel’s Services. Counsel’s services shall be utilized for acquisition of real property interests necessary for the Project that lie within the County’s jurisdiction, and includes both advising on pre-condemnation activities as well as any required eminent domain litigation (collectively, “Condemnation Work”).

1.2.1 County and SCCRTC agree to joint representation by Counsel for property acquisition and eminent domain proceedings to acquire property interests outside the boundaries of the right-of-way of SCCRTC’s railway. This agreement to joint representation may be revoked at any time with written notice to the other Party.

1.2.2 SCCRTC General Counsel and County Counsel shall review all advice and draft documents provided by Counsel, and have final legal authority for their respective agencies.

1.3 Directing Performance of Counsel’s Services. Counsel’s services shall be ordered by Task Order that is mutually agreed upon by the Parties. Each Task Order will have a proposed hours budget and scope for the specific work to be performed. Each Task Order shall be prepared by Counsel and approved by County and SCCRTC.

### **2. COMPENSATION OF COUNSEL; NOT-TO-EXCEED AMOUNT.**

2.1 County shall compensate Counsel directly for all Condemnation Work performed pursuant to Task Order for the Project.

2.2 In no event shall County’s compensation of Counsel exceed \$400,000, unless this Agreement is amended in writing by the Parties.

2.3 County shall provide Counsel’s invoices to SCCRTC for review and comment prior to paying Counsel. SCCRTC shall provide any comments on said invoices within fifteen (15) calendar days.

### **3. REIMBURSEMENT OF COUNTY BY SCCRTC.**

3.1 SCCRTC shall fully reimburse County for all payments made by County to Counsel for work performed pursuant to Task Order.

3.2 To effectuate the purpose of this Section and ensure that County is fully reimbursed for its costs associated with employing Counsel for SCCRTC’s Project, within thirty (30) days of the Effective Date, SCCRTC shall deposit the sum of **\$100,000** into an account designated by County (“Funds”) to be used for paying Counsel. Within ten (10) business days of any date when the balance of the Funds drops below \$25,000, SCCRTC shall deposit sufficient additional money to replenish the Funds to \$100,000.

3.3 County shall maintain invoices and documentation evidencing all payments made to Counsel.

3.4 Upon termination of this Agreement, the County shall return all of the Funds to SCCRTC that have not yet been expended so long as there are no amounts due and owing to Counsel for Condemnation Work.

**4. EFFECTIVE DATE; TERM.**

4.1 This Agreement shall be effective once approved by the Parties' respective legislative bodies and fully executed by all Parties ("Effective Date"), and shall terminate the earliest date any of the following occurs:

- 4.1.1 The Project is completed or abandoned;
- 4.1.2 All real property acquisitions necessary for the Project and located within the County's jurisdiction have been completed, including all litigation related to same;
- 4.1.3 Either of the Parties have terminated their consent to joint representation by Counsel;
- 4.1.4 Either of the Parties have terminated this Agreement.

4.2 Termination for Convenience. Either Party may terminate this Agreement for convenience, with or without cause, upon forty-five (45) days' written notice to the other Party.

**5. AMENDMENT.**

5.1 This Agreement may be amended, modified or changed by the parties only by written amendment approved by the authorized representative of the Parties and duly authorized by the Parties' respective legislative bodies.

**6. REASONABLE COOPERATION.**

6.1 The Parties agree to reasonably cooperate with one another to effectuate the purposes of this Agreement.

**7. ENTIRE AGREEMENT; JOINT DRAFTING.**

7.1 This Agreement contains the entire understanding of the Parties with respect to the subject matter herein. There are no representations, agreements or understanding, whether written or oral, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. The drafting and negotiating of this Agreement have been participated in by each Party and for all purposes, this Agreement shall be deemed to have been drafted jointly by the Parties.

**8. WAIVER.**

8.1 Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**9. SEVERABILITY.**

9.1 If any term or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

**10. JURISDICTION; VENUE.**

10.1 The Superior Court of the County of Santa Cruz shall be the sole venue for any action between the Parties relating to, resulting from, or arising out of the terms of this Agreement. This Agreement shall be subject to, and interpreted under, the laws of the State of California.

**11. EXECUTION IN COUNTERPARTS.**

11.1 This Agreement may be executed in two or more counterparts which, taken together, shall constitute one agreement.

--- SIGNATURE PAGE TO FOLLOW ---

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF SANTA CRUZ

MICHAEL BEATON, Director  
Department of General Services

Dated: \_\_\_\_\_

Approved as to Form:

*Justin Graham*  
JUSTIN GRAHAM, Assistant County Counsel

Dated: 6/11/2025

Approved as to Insurance:

*Gina Borasi*  
GINA BORASI, Risk Management

Dated: 6/11/2025

Recommended for Approval:

*Kimberly Finley*  
KIMBERLY FINLEY, Chief Real Property Agent

Dated: 6/10/2025

SANTA CRUZ COUNTY REGIONAL  
TRANSPORTATION COMMISSION

SARAH CHRISTENSEN, Executive Director

Dated: \_\_\_\_\_

Approved as to Form:

STEVEN MATTAS, RTC Counsel

Dated: \_\_\_\_\_

Approved as to Insurance:

YESENIA PARRA, Administrative Services Officer

Dated: \_\_\_\_\_



## Certificate Of Completion

Envelope Id: FCC1DD2B-F302-4E10-BD32-CFDDDF92D8D1

Subject: Complete with Docusign: 25C5109 - RTC County Eminent Domain legal services co-op.pdf

Source Envelope:

Document Pages: 5

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Luna Harter

701 Ocean Street

Santa Cruz, CA 95060

Luna.Harter@santacruzcountyca.gov

IP Address: 23.119.164.142

## Record Tracking

Status: Original

6/5/2025 1:10:30 PM

Security Appliance Status: Connected

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Holder: Luna Harter

Luna.Harter@santacruzcountyca.gov

Pool: FedRamp

Pool: County of Santa Cruz

Location: DocuSign

Location: Docusign

## Signer Events

Kimberly Finley

Kimberly.Finley@santacruzcountyca.gov

Chief Real Property Agent

County of Santa Cruz

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

*Kimberly Finley*  
553123D22A0D4B5...

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

## Timestamp

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Viewed: 6/10/2025 10:01:11 AM

Signed: 6/10/2025 10:01:16 AM

## Electronic Record and Signature Disclosure:

Accepted: 3/2/2022 2:54:34 PM

ID: 080b2d2f-36cf-4132-8ac6-41053a6f7e44

Justin Graham

Justin.Graham@santacruzcountyca.gov

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication (None)

DocuSigned by:

*Justin Graham*  
40E85ACDEDAB42D...

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

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Resent: 6/11/2025 1:33:07 PM

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Signed: 6/11/2025 1:49:15 PM

## Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM

ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

*Gina Borasi*  
E4EADC5BA53B4DB...

Signature Adoption: Pre-selected Style

Using IP Address: 24.6.202.106

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Viewed: 6/11/2025 9:21:01 PM

Signed: 6/11/2025 9:21:40 PM

## Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/5/2025 1:12:22 PM
Certified Delivered	Security Checked	6/11/2025 9:21:01 PM
Signing Complete	Security Checked	6/11/2025 9:21:40 PM
Completed	Security Checked	6/11/2025 9:21:40 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

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- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.