

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	Holder: Luna Harter Luna.Harter@santacruzcountyca.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	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:

 553123D22A0D4B5...
 Signature Adoption: Pre-selected Style
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 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:

 40E85ACDEDAB42D...
 Signature Adoption: Pre-selected Style
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 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:

 E4EADC5BA53B4DB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 24.6.202.106

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

Electronic Record and Signature Disclosure:

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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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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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
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

Consequences of changing your mind

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.

All notices and disclosures will be sent to you electronically

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.

How to contact County of Santa Cruz:

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

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to 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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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- 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.