



**AGENDA  
SPECIAL MEETING  
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS**

**DATE:** Monday, February 12, 2024  
10:00 a.m.

**LOCATION:** Council of San Benito County Governments  
Conference Room  
330 Tres Pinos Road, Suite C7  
Hollister, CA 95023

**DIRECTORS:** Scott Freels, Chair (City of San Juan Bautista)  
Mia Casey, Vice-Chair (City of Hollister)  
Angela Curro (County of San Benito)  
Dolores Morales (City of Hollister)  
Mindy Sotelo (County of San Benito)  
Ex Officio: Caltrans District 5

**ALTERNATES:** San Benito County: Kollin Kosmicki  
City of San Juan Bautista: Jackie Morris-Lopez  
City of Hollister: Rick Perez

**NOTICE OF PROCEDURES FOR COUNCIL OF GOVERNMENTS BOARD MEETINGS**

The meeting will be available through Zoom, for those who wish to join or require accommodations.

**Members of the public may participate remotely via Zoom at the following link: <https://zoom.us/join> with the following: Webinar ID: 840-9182-1423 and Webinar Passcode: 491359**

*Those participating by phone who would like to make a comment can use the “raise hand” feature by dialing “\*9” (star-nine) . In order to receive full Zoom experience, please make sure your application is up to date.*

*Remote Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions for any reason, the COG Board of Directors reserves the right to conduct the meeting without remote access.*

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed.*

1. CALL TO ORDER
2. Roll Call

### 3. Verification of Certificate of Posting

#### REGULAR AGENDA:

#### ACTION ITEMS:

4. APPROVE Contract for General Legal Services with Sloan Sakai Yeung & Wong LLP – Aceves

#### **Adjourn to COG Regular Meeting on February 15, 2024 at 4:00 P.M..**

*In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Council of Governments Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Council's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.*

## CERTIFICATE OF POSTING

Pursuant to Government Code Section #54954.2(a) the Special Meeting Agenda for the Council of San Benito County Governments on February 12, 2024, at 10:00 A.M. was posted at the following locations freely accessible to the public:

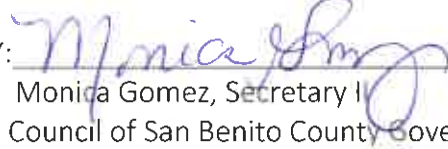
The front entrance of the San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the 9th day of February 2024, on or before 5:00 P.M.

The meeting agenda was also posted on the Council of San Benito County Governments website, [www.sanbenitocog.org](http://www.sanbenitocog.org), under Meetings, COG Board, Meeting Schedule

I, Monica Gomez, swear under penalty of perjury that the foregoing is true and correct.

BY:

  
\_\_\_\_\_  
Monica Gomez, Secretary II

Council of San Benito County Governments



## STAFF REPORT

### Action

**Prepared By:** Norma Aceves, Administrative Services Specialist

**Subject:** Contract with Legal Counsel

### Agenda Item No. 4

**Approved By:** Binu Abraham

**Meeting Date:** February 12, 2024

### Recommendation:

APPROVE contract for general legal services with Sloan Sakai Yeung & Wong LLP.

### Summary:

Approve contract for general legal services with Sloan Sakai Yeung & Wong LLP.

### Background/ Discussion:

At the September COG Board meeting, the Board of Directors expressed interest in moving to obtain legal counsel from an independent law firm. A Request for Proposals was released in November 2023. Following an evaluation process of responsive proposals, the COG Board selected Sloan Sakai Yeung & Wong LLP to provide COGS's legal services.

### Financial Impact:

Legal expenditures are included in the COG Board approved budget and are funded by various funding sources based on the programs being serviced. Legal expenditures vary from year to year based on anticipated projects planned. Sloan Sakai Yeung & Wong LLP will invoice monthly based on the following rates:

Osman Mufti \$ 345

\*Kirk Trost \$ 450

DeeAnne Gillick \$ 345

Tim Yeung \$ 395

Genevieve Ng \$ 365

Sochie Graham \$ 265

### Attachments:

1. Contract with Sloan Sakai Yeung & Wong LLP



## C O N T R A C T

The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("COG") and Sloan Sakai Yeung & Wong 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 13, 2024 and end on June 30, 2027, unless sooner terminated as specified herein. Unless terminated, this contract shall automatically renew for successive 1- year periods (July 1- June 30) under the same terms and conditions unless either party, not less than sixty (60) days before the expiration of the contract, provides written notice of intent that the agreement not be renewed.

**2. Scope of Services.**

CONTRACTOR, for COG'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, COG 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 and property damage insurance: \$1,000,000
- (b) Professional liability insurance:
  - Attorneys: \$2,000,000/occurrence; \$4,000,000 aggregate
  - Consultant Attorney: \$1,000,000/occurrence; \$1,000,000 aggregate
  - Consultant Non-attorney: \$1,000,000/occurrence; \$2,000,000 aggregate
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000
- (d) Worker compensation insurance: \$1,000,000

**6. Termination.**

The number of days of advance written notice required for termination of this contract is sixty (60) days.

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.
- 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 COG:

Name: Norma Aceves

Title: Administrative Services Specialist

Address: 330 Tres Pinos Rd., Suite C7

Hollister, California 95023

Telephone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONTRACTOR:

Name: Osman I. Mufti

Title: Partner

Address: 555 Capitol Mall, STE. 600

Sacramento, CA 95814

Telephone No.: (916) 258-8804

**SIGNATURES**

APPROVED BY COG:

\_\_\_\_\_

Name: Scott Freels

Title: Chairperson

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

\_\_\_\_\_

By: Shirley L. Murphy, Deputy County Counsel

Council of Governments Legal Counsel

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:

\_\_\_\_\_

Name: Osman I. Mufti

Title: Partner

Date: \_\_\_\_\_

## **ATTACHMENT A Scope of Work**

**On behalf of COG, CONTRACTOR will provide general legal services, through its Partner and through its subcontractor, Kirk Trost of the Law Office of Kirk E. Trost. CONTRACTOR designates Osman Mufti as the single point-of-contact. The service specifically entails providing legal review and advice to the agency on documents, agreements and responsibilities related to transportation planning and funding, including, but not limited to the following typical services:**

- Provision of all legal and policy advice to SBCOG's executive director, board members, and other designated personnel as appropriate.
- Providing legal review and advice on documents, contracts, memoranda, and Resolutions and Ordinances.
- Providing guidance on compliance with the Brown Act, Public Records Act requests, ethics, and conflict of interest law.
- Attendance at all SBCOG board meetings, and/or other SBCOG meetings deemed necessary or as requested by SBCOG Board of Directors or executive director.
- Providing guidance on compliance with State and Federal laws and regulations pertaining to regional transportation planning agencies (RTPA), State Transportation Improvement Program (STIP), the Transportation Development Act (TDA), federal transportation and transit laws, regulations, and funding.
- Providing guidance on compliance with State and Federal Constitutional law and other laws and regulations pertaining to eminent domain, Civil Rights, and the Americans with Disabilities Act (ADA).
- Provide guidance related to environmental regulations including the California Environmental Quality Act (CEQA).
- Compliance with state and federal procurement and contract requirements established by Caltrans and U.S. Department of Transportation.
- Provide legal advice and review of transportation sales tax measures (Measure A and Measure G).

CONTRACTOR'S attendance at Board meetings is required. Virtual attendance is an option at the discretion of the Board and/or Executive Director. If an in-person presence is required, 48 hours notice will be provided.

CONTRACTOR is expected to provide highly responsive service to ensure the COUNCIL OF GOVERNMENTS needs are promptly addressed. Turnaround time for routine legal requests is 48 hours.

**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 COUNCIL OF GOVERNMENTS to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

### B-3. COMPENSATION

COUNCIL OF GOVERNMENTS shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ \_\_\_\_\_, or
- a total sum not to exceed \$ \_\_\_\_\_, or
- the hourly rates specified in Paragraph B-4 below shall be billed monthly in 1/10<sup>th</sup> of the hour increments for services provided to the COUNCIL OF GOVERNMENTS during the term of this contract.

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)

- A. CONTRACTOR shall invoice the COUNCIL OF GOVERNMENTS monthly for services performed and for time spent traveling on the COUNCIL OF GOVERNMENT'S behalf at an hourly rate as specified below:

Osman Mufti	\$ 345.00/hour
*Kirk Trost	\$ 450.00/hour
DeeAnne Gillick	\$ 345.00/hour
Tim Yeung	\$ 395.00/hour
Genevieve Ng	\$ 365.00/hour
Sochie Graham	\$ 265.00/hour



The rates above are subject to annual adjustment, not to exceed 5% in any given year.

\*Kirk Trost shall serve as a subcontractor to CONTRACTOR.

B. CONTRACTOR shall invoice the COUNCIL OF GOVERNMENTS monthly for costs incurred as specified below:

- travel (at the IRS rate in effect at the time the travel occurs);
- reasonable accommodation;
- computer-assisted research;
- transcription;
- overnight delivery; and
- messenger services.

C. CONTRACTOR shall provide a monthly invoice which tracks tasks specified in Attachment A, Scope of Services, with services completed by the CONTRACTOR. The monthly invoice shall show the attorney or paralegal performing services, a description of the services rendered, and the amount of time devoted to the described tasks, as well as a line item reflecting in-house administrative costs, which include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

Project costs will be reflected separately on the invoice. Invoices for outside services exceeding \$100.00 may be billed separately. In addition, CONTRACTOR may charge separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on the COUNCIL OF GOVERNMENT'S behalf. For major disbursements to third parties, invoices may be sent to the COUNCIL OF GOVERNMENTS for direct payment to the third party.

Occasionally, CONTRACTOR may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

**END OF ATTACHMENT B.**

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **C-1. INDEMNIFICATION.**

CONTRACTOR and COG 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 COG, 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 COG 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 COG, CONTRACTOR shall file certificates of insurance with COG, 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 COG as the insurance required herein. CONTRACTOR further agrees to notify COG 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 COG or its authorized representative, Federal Transit Administration (FTA), or any duly authorized representative of the Federal Government or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COG, 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 COG 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 COG, 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 COG is prohibited.

#### **C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COG and not officers or employees of COG. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COG. 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 COG 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 COG 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 COG, 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, COG 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. COG'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 COG shall have the right to deduct from any payments specified in Attachment B any amount owed to COG 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 COG exercises the right to reduce the consideration specified in Attachment B, COG, 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.

#### **C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES.**

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties: (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail; (b) are aware that the other Party will rely on such signatures; and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature.

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

#### **C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA.**

CONTRACTOR shall comply with California Governor Newsom's Executive Order N-6-22, (available online at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) regarding economic sanctions against Russia. CONTRACTOR shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine include, but are not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply shall result in the termination of contracts or grants, as applicable. CONTRACTOR must further ensure that this contract provision is included and applied to any agents, suppliers, subcontractors, or independent contractors CONTRACTOR retains in completing its work for COG under this contract.

**END OF ATTACHMENT C.**



## ATTACHMENT D Specific Terms and Conditions

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

**D-1. Indemnification.** Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows:

CONTRACTOR and COG 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 negligent or recklessness performance under this contract, or willful misconduct, 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.

**D-2. No Guarantee of Outcome.** Any comments made by CONTRACTOR about the potential outcome of a matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

**D-3. Termination.** Paragraph C-18 of Attachment C to this contract is hereby modified to read as follows:

COG may terminate the services provided under this contract at any time by providing CONTRACTOR advance written notice. 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 of Attachment C to this contract. After receiving such notice, CONTRACTOR will cease providing services and will cooperate with COG in the orderly transfer of all related files and records to COG'S new counsel.

CONTRACTOR may terminate the services provided under this contract at any time with COG'S consent or for good cause. 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 of Attachment C to this contract. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) COG fails to meet any other obligation under this contract and continues in that failure for 15 days after CONTRACTOR sends written notice to COG; (c) COG has misrepresented or failed to disclose material facts to CONTRACTOR, refused to cooperate with CONTRACTOR, refused to follow CONTRACTOR'S advice on a material matter, or otherwise made CONTRACTOR'S representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or

permit termination, including situations where a conflict of interest arises. If CONTRACTOR terminates its services, COG agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of services, whether by CONTRACTOR or by COG, will not relieve the obligation to pay for services rendered and costs incurred before CONTRACTOR'S services formally ceased.

**D-4. Harmonization Of Contract Terms.** Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

**END OF ATTACHMENT D.**