



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Public Defender
Department No.: 023
For Agenda Of: May 4, 2010
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: 4/5 Vote Required

TO: Board of Supervisors

FROM: Department Gregory C. Paraskou
Director Public Defender
Contact Info: Richard Stocker, 568-3461
Business Manager

SUBJECT: Contract with Outside Counsel Thor Emblem, Esq.

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

a. Approve and authorize the Chair to Execute the attached Agreement for Professional Legal Services between the County and the Law Offices of Thor Emblem, specifying an amount for services of \$252,526 relating to a construction fraud case scheduled to start jury trial in September 2010 that is expected to last five months;

b. Approve the attached Budget Revision Request for \$252,526 from the Contingency Fund.

Summary Text:

The Public Defender's Office will be appointed to represent an indigent defendant in a four defendant case involving an unusually large documentary and complicated alleged construction fraud case. The California State Attorney General's Office has filed a 75 count Grand Jury Indictment, 35 counts of which name our potential client. The case involves complex issues regarding public works construction contracts and subcontracts involving details of the construction of schools, including the duties owed under various Civil Code sections.

The transcripts from the Grand Jury proceedings consist of 1,779 pages in 13 volumes, 30 witnesses, and 405 exhibits. Additionally, the Public Defender's office has been advised that there are also

numerous DVDs containing 113,000 pages of documents as well as 700 boxes of documents. The case is scheduled to start jury trial in September 2010, and is estimated to last five months.

Given the recent retirement of a number of senior attorneys, the Office does not have sufficient staff to be able to handle this case. Therefore, it is recommended that a contract be signed with Mr. Emblem to undertake the representation of the client. This is preferred over declining the case and allowing the Court to appoint counsel at County cost. The Public Defender's Office can provide office space and support services, such as investigation assistance, which will provide significant cost savings compared to the potential cost of court appointed independent counsel.

Mr. Emblem is very familiar with the case in that he has previously represented the client prior to the client being declared indigent. He has reviewed the vast amount of material involved in the case and can be ready for trial in the short timeframe that exists. A newly appointed counsel could not be ready in time. Mr. Emblem possesses unique skills, knowledge and expertise in this complex case. In addition to being an attorney, he is a licensed general engineering contractor, a general contractor, and a specialty trade contractor in the State of California. He has extensive experience and knowledge about contracting in the construction industry including public work projects. We therefore recommend retaining him to handle the negotiations and trial, if necessary, as the most cost effective and expeditious means of handling the matter.

Performance Measure:

N/A

Fiscal and Facilities Impacts:

Budgeted: No

Fiscal Analysis: The \$252,526 cost is recommended to be funded by a transfer from the Board's Contingency Fund

Staffing Impacts: Contracting for outside counsel will obtain the specialized legal services needed in this matter.

Legal Positions:
0

FTEs:
0

Attachments:

Attachment A: Agreement for Professional Legal Services

Authored by:

Richard Stocker, Business Manager, 568-3461

Budget Revision Request

BJE 0000826

Budget Journal Entry #

Gov. Code Sec. 29125 & 29130

JE 0021072

Related Journal Entry #

Subject / Title: Provide a *short description* for this budget revision request. For example: "Designate funds for zoning ordinance amendments" or "Distribute proceeds from sale of 2005 COPS".

Public Defender's Office: Release \$252,526 from Contingency for unanticipated indigent defense contract for specialized representation.

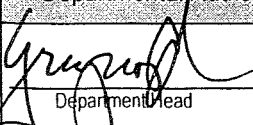
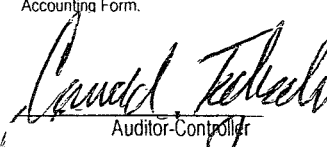
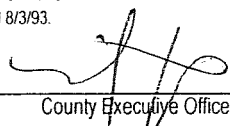
Justification: For all changes: explain what the change is for and why it is needed. Attach additional justification, board Letters or spreadsheet, if appropriate. When moving Appropriation: explain why it's available. When Revenue is adjusted: explain the reason for the increase or decrease. For adjustments to General Fund Contingency: explain why no other alternative funding source is available.

This Budget Revision Request will adjust the Public Defender's budget for contracted services for indigent defense in a four defendant case involving a large documentary and complicated alleged construction fraud case filed by the California State Attorney General's Office. Outside counsel is being engaged to represent the defendant in this case following consultation with the County Executive Office (see attached Board letter).

Financial Summary

Increase or (Decrease) in Appropriation for / Uses:	Department / Fund 023 / 0001	Department / Fund /	Department / Fund /	Department / Fund /
Salaries & Benefits	00	00	00	00
Services & Supplies	252,526 00	00	00	00
Other Charges	00	00	00	00
Fixed Assets	00	00	00	00
Other Financing Uses	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Sources:				
Revenue	00	00	00	00
Other Financing Sources	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Effect on Contingency / RE	(252,526) 00	00	00	00

2010 APR 21 PM 3 10
AUDITOR-CONTROLLER
RECEIVED

Departmental Authorization	Auditor-Controller	CEO's Recommendation	Board of Supervisor's Action
 Department Head Date 4/28/10	Budget Journal Entry and Related Journal Entry if applicable. Approved as to Accounting Form.  Auditor-Controller	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove Date 4/28/10 Transfer/Revision in Accordance with Board Policy dated 8/3/93.  County Executive Officer	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date Agenda Item Clerk of the Board of Supervisors

Budget Journal Entry

Document Number: BJE - 0000826 Batch ID: 1181278
 Document Description: Outside counsel - Thor Emblem
 Post On: Processed On:
 Processed By:

References

Audit Trail:

Accounting

Fund	Dept	GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	OUnit	Proj	Budget Period	Description
0001	023	2420	9798	252,526.00		2000			201006	Cont. release for outside counsel Thor Emblem
0001	023	2530	7460		252,526.00	2000			201006	Cont. release for outside counsel Thor Emblem
Total				252,526.00	252,526.00					

Signatures

Signed By: Richard Stocker Signed On: 3/4/2010 3:42:05 PM Department: 023 - Public Defender



County of Santa Barbara, FIN

SW

Printed: 4/13/2010 2:57:06 PM

Journal Entry

Document Number: JE - 0021072 Batch ID: 1181291
 Document Description: Outside counsel - Thor Emblem Processed On:
 Post On: Processed By:

References

Audit Trail: Cash Type:

Accounting

Fund	Dept	GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	QUnit	Proj	Act	Area	Equip	Depositor	Description
0001	023	2100	9798	252,526.00		2000							Cont. release for outside counsel Thor Emblem.
0001	023	2710	9798		252,526.00	2000							Cont. release for outside counsel Thor Emblem.
Total				252,526.00	252,526.00								

Signatures

Signed By: Signed On: Department:
 Richard Stocker 3/4/2010 3:40:06 PM 023 - Public Defender



County of Santa Barbara, FIN

SW

Printed: 4/13/2010 2:56:23 PM

Contract Summary Form:

Contract Number: BC-10-130

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than \$100,000, submit a purchasing requisition to the Purchasing Division of General Services. See "Online Purchasing Manual" under "General Services", "Purchasing", "Policies and Procedures." *"See also "Contracts for Services" policy. Form not applicable to revenue contracts."*

D1. Fiscal Year: FY 09-10
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) ...: 023
D3. Requisition Number.....:
D4. Department Name: PUBLIC DEFENDER
D5. Contact Person: RICHARD STOCKER
D6. Phone.....: 568-3461

K1. Contract Type (check one): ☒ Personal Service ☐ Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose: OUTSIDE COUNSEL RETAINED IN COMPLEX FRAUD CASE
K3. Original Contract Amount: \$\$252,526
K4. Contract Begin Date.....: MAY 2010
K5. Original Contract End Date: FEB 2011
K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		

K7. Department Project Number:
B1. Is this a Board Contract? (Yes/No): NO
B2. Number of Workers Displaced (if any): N/A
B3. Number of Competitive Bids (if any): N/A
B4. Lowest Bid Amount (if bid): \$N/A
B5. If Board waived bids, show Agenda Date:
B6. ... and Agenda Item Number: #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code: 1701
F2. Current Year Encumbrance Amount: \$
F3. Fund Number.....:
F4. Department Number.....:
F5. Division Number (if applicable):
F6. Account Number:
F7. Cost Center number (if applicable).....:
F8. Payment Terms: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing).....:
V2. Payee/Contractor Name.....: THOR EMBLEM, ESQ
V3. Mailing Address: 205 W 5TH AVE, SUITE 105
V4. City State (two-letter) Zip (include +4 if known): ESCONDIDO, CA 92025
V5. Telephone Number.....: 760 738 9301
V6. Contractor's Federal Tax ID Number (EIN or SSN):
V7. Contact Person.....: THOR EMBLEM
V8. Workers Comp Insurance Expiration Date:
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) ...: 3-26-2011
V10. Professional License Number: #141880
V11. Verified by (name of County staff).....: RICHARD STOCKER
V12. Company Type (Check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature R. Stocker

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between SANTA BARBARA COUNTY, a political subdivision of the State of California, (hereafter, "COUNTY") and LAW OFFICES OF THOR O. EMBLEM, having its principal place of business at 205 West 5th Avenue, Suite 105, Escondido, California 92025 (hereafter "ATTORNEY") wherein ATTORNEY agrees to provide and county agrees to accept the services specified herein.

RECITALS

WHEREAS, COUNTY is required by law to provide an indigent criminal defendant with an attorney and is empowered to contract with private counsel to meet its obligation.

WHEREAS, COUNTY finds the defense of indigent defendant David Alexander Irwin is sufficiently complex to warrant a private attorney contract in that David Alexander Irwin is one of four defendants in a 75 county felony indictment involving school construction, construction management, California Public Contracts Code, California Criminal Code and California Business and Professions Code allegations with several hundred thousand pages of documents identified by the Attorney General in an case currently assigned to Department 7 of the Miller Division of the Superior Court in Santa Maria California in a case captioned People v Harry Clark case number 1257252.

WHEREAS, ATTORNEY represents that it is specially trained, skilled, experienced, and competent to perform the above-described legal services required by the COUNTY and the COUNTY desires to retain the services of ATTORNEY pursuant to the terms, covenants, and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** County Counsel at phone number (805) 568-2950 will administer this Agreement for and on behalf of COUNTY. Thor O. Emblem at phone number (760) 738-9301 is the authorized representative for ATTORNEY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as agreed upon by the parties, as follows:

To COUNTY: Office of County Counsel
 105 E. Anapamu St.
 Santa Barbara, CA 93101

To ATTORNEY: Thor O. Emblem
 LAW OFFICES OF THOR O. EMBLEM
 205 West 5th Avenue, Suite 105
 Escondido, California 92025

or at such other address or to such other person that the parties may from time to time designate in writing. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.** See Exhibit A

4. **COMPENSATION OF ATTORNEY.** See Exhibit B and B-1

5. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that ATTORNEY, (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which ATTORNEY shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that ATTORNEY is performing its obligations in accordance with the terms and conditions hereof. ATTORNEY understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. ATTORNEY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, ATTORNEY shall be solely responsible and save COUNTY harmless from all matters relating to payment of ATTORNEY's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this agreement, ATTORNEY may be providing services to others related to the COUNTY or to this Agreement.

6. **STANDARD OF PERFORMANCE.** ATTORNEY represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, ATTORNEY shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which ATTORNEY is engaged. All products of whatsoever nature, which ATTORNEY delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in ATTORNEY's profession. Permits and/or licenses shall be obtained and maintained by ATTORNEY without additional compensation.

7. **DEBARMENT AND SUSPENSION.** ATTORNEY certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. ATTORNEY certifies that it shall not contract with a subcontractor that is so debarred or suspended.

8. **TAXES.** ATTORNEY shall pay all taxes levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on ATTORNEY's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, ATTORNEY agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** COUNTY acknowledges that ATTORNEY is a for-profit law firm with specialties in legal and governmental services and certain types of litigation. COUNTY understands that ATTORNEY represents many clients whose general government or political objectives and philosophies are, or may in the future be, contrary to COUNTY'S. Furthermore, COUNTY does not object to ATTORNEY advising and/or defending and/or assisting them in such matters. ATTORNEY shall not represent clients alleging that COUNTY, its Board of Supervisors, or other COUNTY officials have violated any laws or committed any acts of negligence or malfeasance during the life of this contract.

COUNTY acknowledges that except as provided above, by entering this contract, ATTORNEY is not prevented from providing legal services to clients in Santa Barbara County or elsewhere whose interests may be adverse to the COUNTY, however, except as provided below. Should ATTORNEY become aware that ATTORNEY will undertake any representation potentially or actually adverse to the interests of the COUNTY, on a matter unrelated to the scope of this contract, then ATTORNEY will immediately notify the COUNTY. ATTORNEY will not disclose any non-public information obtained through its representation of COUNTY to other clients of ATTORNEY.

10. **NO PUBLICITY OR ENDORSEMENT.** ATTORNEY shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. ATTORNEY shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing ATTORNEY. ATTORNEY shall not in any way contract on behalf of or in the name of COUNTY. ATTORNEY shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects without obtaining the prior written approval of COUNTY.

11. **COUNTY PROPERTY AND INFORMATION.** All of COUNTY's property, documents, and information provided for ATTORNEY's use in connection with the services shall remain COUNTY's property, and ATTORNEY shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. ATTORNEY may use such items only in connection with providing the services. ATTORNEY shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

12. **INDEMNIFICATION AND INSURANCE.** ATTORNEY shall agree to defend, indemnify and save harmless the COUNTY in the event of a malpractice suit except as to the COUNTY's own negligence. ATTORNEY further agrees to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

13. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

14. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

16. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

17. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

18. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

19. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

20. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

21. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

22. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, ATTORNEY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which ATTORNEY is obligated, which breach would have a material effect hereon.

23. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

24. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date it has been executed by both parties.

COUNTY OF SANTA BARBARA

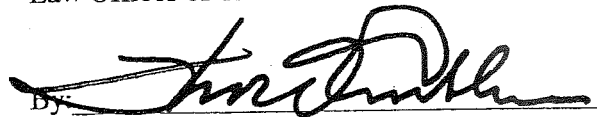
By: _____
Chair, Board of Supervisors

Date: _____

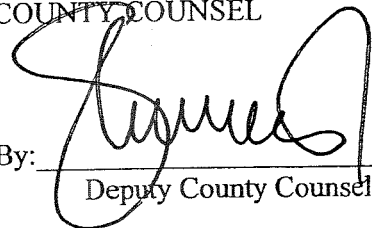
ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

ATTORNEY
Law Offices of Thor O. Emblem

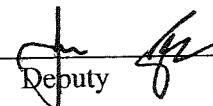
By: _____

By:  4.9.10
Thor O. Emblem
Tax ID Number: 95-2809431

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR


By: 
Risk Program Administrator

EXHIBIT A

STATEMENT OF WORK

Attorney shall provide attorney work necessary to prepare the defense and try the matter of People v Clark Santa Barbara Miller Division Case No: 1257252 as the attorney of record for David Alexander Irwin.

EXHIBIT B

PAYMENT ARRANGEMENTS

Payment for services and reimbursements of costs shall be based upon the costs and expenses and hourly rates for personnel as follows:

Attorney Thor O. Emblem	\$150.00 per hour or any fraction thereof billed in one-tenths per hour
Mr. Emblem's travel time	\$75.00 per hour
Mr. Emblem's paralegal	\$50.00 per hour or any fraction thereof billed in one-tenths per hour
Mr. Emblem's mileage	\$0.50 per mile

Expenses as incurred for Experts Witnesses, including advance retainer payments

Expenses as incurred for lodging and meals, parking, etc.

Copies and print outs in house at \$0.15 per page, faxes at \$0.50 per page

Services to be provided to Mr. Emblem by the Santa Barbara Public Defender's Office without charge to Mr. Emblem, include, but are not limited to, an office in the Santa Maria Public Defender's Office, a computer with internet access, Westlaw or Lexis/Nexis without limitation computer research, a non-exclusive secretary, a private investigator, miscellaneous supplies including copies, binders, exhibit boards, file folders, and such other supplies available to the Public Defender's Office as may be appropriate in the preparation for and trial in this matter.

Attorney shall submit an invoice for services and expenses to the Santa Barbara County Public Defender's Office at two week intervals for processing for payment. The County shall pay the invoices within 14 days of submittal.

EXHIBIT B-1

NON-BINDING ESTIMATE OF MR. EMBLEM'S SERVICES

Estimated defense costs

Preparation for Trial

Prep Time: attorney time 40 hrs x 4/wks = 160/hrs x 150.00	24,000.00
Paralegal time 40 hrs x 8wks = 320 x 50.00	16,000.00
Trial Director license and training	986.00
Copies, bindings and exhibits	2,500.00

Travel, Lodging and Meals

Room 200/day 4 days/week	800.00
Meals 60/day 4 days/week	240.00
1040.00 x 20 weeks	20,800.00
Travel: 524 mi rt x 20 trips = 15,270.00 miles x .50	5,240.00
Travel time 9 hrs/trip x 20 x 150.00 x 1/2 rate	13,500.00

Trial Time

Attorney Time	
80 trial days x 10 hrs/day = 800 hrs x 150.00	120,000.00
Paralegal time	
80 trial days x 6 hrs/day = 480 hrs x 50.00	24,000.00

Experts Estimated

Accounting	10,000.00
School Architect	15,500.00
Investigator to be provided by Public Defender's Office	-0-
Lexis/Nexis to be provided by Public Defender's Office	-0-

Miscellaneous

Office, Computer and Misc Supplies to be provided by Public Defender's Office	-0-
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Note: This estimate is based on quantities and cannot be capped.

The actual expense will depend on many factors out of our control.

Example of potential savings include negotiating a government rate for lodging at the Holiday Inn in Santa Maria. I need a two room suite or two rooms. This could save 5,000.00 or so.

Estimate Total	252,526.00
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ATTACHMENT B-1 ~ CONTINUED

SCHEDULE OF FEES

HOURLY RATES

ATTORNEY's hourly rates are as follows:

Thor O. Emblem: \$150.00 per hour.

Mr. Emblem's paralegal shall be billed to the COUNTY at \$50.00 per hour.

COSTS AND EXPENSES

COUNTY shall reimburse ATTORNEY for certain costs and expenses actually incurred and reasonable necessary for completing the matter for which COUNTY has engaged ATTORNEY, as long as COUNTY's charges for costs and expenses are competitive with other sources of the same products or services. COUNTY shall reimburse ATTORNEY in accordance with the following guidelines:

Billable costs and expenses: COUNTY shall reimburse ATTORNEY at the COUNTY's reimbursement rates for reasonable costs and expenses incurred by it in performing services for the COUNTY, such as photocopying, messenger and delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals, and transportation), long-distance telephone, and filing fees.

Nonbillable overhead and administration: COUNTY does not expect to be charged for and will not pay for any of the following: attorney time spent preparing time sheets or bills, conflicts checks, local phone service, local travel costs, secretarial services, word processing services, librarian services, other clerical activities such as creating, organizing and maintaining files, distributing documents, overtime, or any other services traditionally considered overhead or administrative. Except that ...

Photocopying: COUNTY will reimburse ATTORNEY at a maximum of \$0.15 per page for normal photocopying and will not be responsible for time spent by photocopying personnel. ATTORNEY shall give COUNTY an opportunity to use its own internal staff to duplicate documents or an outside photocopying vendor if certain jobs can be less expensively performed by the COUNTY or by the vendor.

Computerized research: ATTORNEY shall perform any computerized research in a low-cost manner. Computerized research charges such as Lexis/Nexis or Westlaw that are billed to COUNTY shall be billed at ATTORNEY's cost and shall be accompanied by a copy of the invoice received by ATTORNEY.

Document delivery: For document delivery costs that are billed to COUNTY, ATTORNEY shall use the most economical delivery method or service available. To help minimize such costs, ATTORNEY shall use messengers and overnight delivery only where necessary in the interests of urgency and reliability.

Multiple billing: If an attorney works simultaneously on the COUNTY's matter and a matter for another client of ATTORNEY's firm, COUNTY shall be billed only for the proportionate amount of time spent on the COUNTY's matter.

Travel: COUNTY will reimburse ATTORNEY at the COUNTY's reimbursement rates for reasonable travel expenses directly related to ATTORNEY's work for COUNTY when ATTORNEY has obtained COUNTY's prior approval. First class airfare, luxury accommodations and lavish meals are considered unreasonable expenses and will not be paid. Travel time shall be billed at \$75.00 per hour for Attorney Emblem and at \$25.00 per hour for his paralegal.

BILLING PROCEDURE

All invoices must include the following information, in addition to the information specified in Exhibit B:

- Matter description and number;
- A chronological listing and informative description of all legal activity performed (whether or not billed) broken down by date, identity of timekeeper, time spent in increments of one-tenth of an hour, and amounts billed;
- A summary of the names and corresponding billing rates of each attorney or other personnel working on the matter with the total number of hours billed by each during the time period covered by the invoice;
- The total number of hours billed for the matter during the time period covered by the invoice;
- The total charges for the matter for the time period covered by the invoice;
- The last payment, the total payments made by the COUNTY and any outstanding balances for the matter.

Reimbursable expenses must be included on each bill and should be broken down by category.

RESPONSE TO AUDIT INQUIRIES

If COUNTY asks ATTORNEY to assist in connection with the issuance of an auditor's report on COUNTY's financial statements, ATTORNEY may be requested to respond to an inquiry from COUNTY's lawyers as to their knowledge of certain "loss contingencies." Upon receipt of an audit inquiry ATTORNEY will, among other things, search ATTORNEY's databases to identify lawyers devoting time to COUNTY's matters, make inquiry of those lawyers as to their knowledge of any reportable matters and prepare a written response to COUNTY's auditors and to COUNTY. Absent

special circumstances, ATTORNEY's fee structure for the preparation of these letters is a minimum of \$200 and a maximum of \$500, depending on the extent and number of any matters reported. However, under limited circumstances, the fee may exceed \$500 if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on ATTORNEY's invoice as a line item for "Services rendered in connection with preparation of response to audit inquiry." Charges for audit inquiry letters may be changed periodically without prior notice, typically after the end of each calendar year.

EXHIBIT C

INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

Indemnification pertaining to Professional Services:

ATTORNEY shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the ATTORNEY or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

ATTORNEY shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the ATTORNEY's indemnification of the COUNTY, ATTORNEY shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place ATTORNEY in default. Upon request by the COUNTY, ATTORNEY shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of ATTORNEY's professional staff with a combined single limit of not less than \$250,000 per occurrence or claim and \$500,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the ATTORNEY is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

ATTORNEY shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement.

EXHIBIT C ~ CONTINUED

Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the ATTORNEY may be held responsible for payment of damages resulting from ATTORNEY'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the ATTORNEY is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the ATTORNEY'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. ATTORNEY agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.



Dominion Insurance Services
370 Park Street #8, Moraga, CA 94556
925.313.9977 * Fax 925.313.9978

California License Number: 0C36898
www.dominioninsurance.com

Confirmation of Coverage

March 29, 2010

Insured: Law Offices of Thor O. Emblem
Carrier: James River Insurance Company
Type of Insurance: Lawyers Professional Liability Insurance
Limits of Liability: \$250k/\$500k (Per Claim/Agg)
Deductible: \$10,000 (Per Claim)
Effective Dates: 03-26-2010 to 03-26-2011 Retroactive to: 03-26-2010
Policy Number(s): 00042716-0

ENDORSEMENTS

- Schedule A
- Privacy Policy
- Terrorism Exclusion
- Service of Suit
- Nuclear Energy Liability Exclusion Endorsement (Broad Form)
- Awareness Provision
- Minimum Policy Premium- 25%
- Lawyers Professional Liability Policy
- Prior and Pending Litigation Exclusion
- Lawyers Professional Liability Declarations
- Combined General Endorsement
- Extended Reporting Period Options Endorsement
- Disciplinary Proceedings Coverage
- Innocent Insured Coverage
- Malicious Prosecution - Claims Expenses Endorsement

NOTE: This serves to confirm that insurance coverage has been bound as described above. Any outstanding subjectivities must be satisfied to insure continued coverage and timely policy issuance.