

ATTORNEYS-CLIENT FEE CONTRACT

The ATTORNEYS-CLIENT FEE CONTRACT ("Contract") is entered into by and between The County of Santa Barbara ("Client") and the law firm of Baron & Budd, P.C. and MacLean, PLLC ("Attorneys") and encompasses the following provisions:

1. **CONDITIONS.** This Contract will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Contract.
2. **RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS.** Client is retaining the law firms, and Attorneys services to be provided to Client will not necessarily be performed by any particular attorney.
3. **AUTHORIZED REPRESENTATIVE OF CLIENT.** Client designates its County Counsel, or that County Counsel's designee, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
4. **SCOPE AND DUTIES.** Attorneys will provide legal services ("Services") to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of presentment and demand for damages, an Action filed on December 29, 2017, or an amended Action against the party or parties responsible for the Oil Spill in Santa Barbara County that was reported on or about May 19, 2015 ("the Refugio Oil Spill"). Client hires Attorneys to provide Services in connection with pursuing claims against all those responsible for damages Client suffered. Attorneys shall provide Services reasonably required to represent Client, including through appeal if needed, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.
5. **CLIENT RETAINS AUTHORITY OVER CASE.** Pursuant to California Government Code Section 25203, the County of Santa Barbara's Board of Supervisors directs and controls the conduct of litigation in which the County of Santa Barbara, or any public entity of which the Board of Supervisors is the governing body, is a party. Client, acting by and through its County Counsel, retains complete control over the course and conduct of the case including control over all decisions to be made in prosecuting the case. The County Counsel in no way assigns his prosecutorial discretion to Attorneys and retains all of its inherent powers related to prosecutorial discretion, judgment, control and decision making related to the Action. Attorneys will report to and work under the direction and control of the County Counsel as provided in this Agreement. The County Counsel, as the chief legal officer of the County, shall retain final authority over all aspects of the Services and litigation including, but not limited to, settlement of claims that affect it.

Client and Attorneys agree that the County Counsel in consultation with Client will review and decide, among other matters, the following specific issues: (1) ultimate disposition of the case, including but not limited to settlement, (2) witnesses and evidence to be presented at trial, (3) waiver of jury trial, (4) final approval of all dispositive motions and any oppositions to such motions, (5) selection of consultants and experts, (6) approval of any expert reports, (7) overall discovery approach, and (8) all other questions of litigation and trial strategy. County Counsel retains veto power over any decisions made or proposed to be made by Attorneys. Decisions regarding settlement of the case are reserved exclusively to the discretion of the County of Santa Barbara's Board of Supervisors, through its County Counsel.

Further, any defendant in the action may contact the County Counsel directly without having to confer with Attorneys.

These provisions are not meant to be exhaustive, and the parties agree that at all times the final authority for discretionary decisions will remain vested in Client's County Counsel and that Attorneys serve in a subordinate role at the County Counsel's direction.

6. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency and the California Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. Attorneys will assist in negotiating liens, if any, but will not litigate them. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
7. **ATTORNEYS'S FEES.** Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. **Calculation of Contingent Fee.** Attorneys will receive a contingent fee in the amount of twenty percent (20%) of any net recovery.

The contingent fee is to be calculated based on Client's net recovery. "Net recovery" means the amount remaining after costs and expenses are deducted from the gross recovery. The contingent fee is calculated by multiplying the net recovery by the fee percentage of twenty percent (20%).

B. **Definitions.** "Gross recovery" means the total recovery, whether by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross

recovery” shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any Attorneys’ fees recovered by Client as part of any cause of action that provides a basis for such an award. “Gross recovery” may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action. Specifically excluded from the “gross recovery,” however, is any monies or funds: 1) reimbursed to the Federal Emergency Management Agency (FEMA) or the California Governor’s Office of Emergency Services (Cal OES); and/or 2) received by the County, prior to the effective date of this Attorneys-Client Fee Contract, as payment or settlement of interim claims that the County made to pursuant to the Oil Pollution Act of 1990.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, net recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys’ fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys’ fee. If there are insufficient funds to pay the Attorneys’ fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorneys is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys is prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed twenty percent (20%) of the net recovery as defined in this agreement.

D. Source of Funds. Notwithstanding any other provision in this Contract, in no event will Client be required to pay Attorneys’ fees or any costs and expenses out of any public funds other than the monies recovered from the party or parties responsible for the Refugio Oil Spill and the resulting damages, their insurance companies, or third-party liable companies, in the Action.

8. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Attorneys for all "costs and expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Client authorizes Attorneys to incur all reasonable costs and expenses to hire any investigators, consultants, or expert witnesses reasonably necessary in Attorneys' judgment. Attorneys will advance those costs and expenses. The costs and expenses incurred that Attorneys advances will be owed in addition to Attorneys' fees and Client will reimburse those costs and expenses out of recovery after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and expenses. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs and expenses, above and beyond the recovery, and fees.
9. **SHARED EXPENSES.** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in its discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. While prior client approval is not required for incurring shared expenses, prior to the disbursement of any fees or costs to the Attorneys, Attorneys will provide an accounting of all shared expenses and the pro rata share of the shared expenses that Client is responsible for.
10. **JOINT RESPONSIBILITY OF THE FIRMS.** Baron & Budd, P.C. and MacLean, PLLC assume joint responsibility for the representation described in this agreement. The Client approves of and consents to the participation of these law firms in the representation.
11. **DIVISION OF CONTINGENT FEE.** At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total contingent fee will be divided between Baron & Budd, P.C. and MacLean, PLLC. Client understands and agrees that the total contingent fee described in paragraph 7 above will be divided as follows: Baron & Budd, P.C. will receive eight-five percent (85 %) and MacLean, PLLC will receive fifteen percent (15%). This division of fees between law firms does not change the total contingent fee amount owed by Client
12. **OUTSIDE COUNSEL.** In some instances, it may be necessary for Attorneys to retain special outside counsel to assist on matters other than prosecuting Client's claims as described in paragraph 4 above. Examples of such instances include the following: a defendant may seek bankruptcy protection; a defendant may attempt to fraudulently transfer some of its assets to avoid paying the Client's claim; or a separate lawsuit may need to be filed against a defendant's insurance company. Client agrees that Attorneys may retain such special outside counsel to represent Client when Attorneys deems such assistance to be reasonably necessary. Before the association becomes effective, Client shall have the opportunity to consent in writing to the terms of the arrangement after being advised of 1) the identity of the lawyer or law firm involved, 2) whether the fees

will be divided based on the proportion of services rendered or by lawyers agreeing to assume joint responsibility for the representation, and 3) the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be made. Client shall not be responsible for any additional fees, expenses, or costs associated with the retention of outside counsel as described in this paragraph. Client's obligations for fees and expenses are limited to those defined in paragraphs 7 and 8 above.

13. SETTLEMENT. Attorneys will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.
14. POWER OF ATTORNEYS. Client gives Attorneys a power of Attorneys to execute all reasonable and necessary documents connected with the performance of legal services provided under this agreement including pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals and orders, and all other documents that Client could properly execute. Client's claims will not be settled without obtaining Client's consent.
15. LIEN. Client hereby grants Attorneys a lien on any and all claims or causes of action that are the subject of Attorneys' representation under this Contract. Attorneys' lien will be for any sums due and owing to Attorneys at the conclusion of Attorneys' services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement, or otherwise.
16. DISCHARGE OF ATTORNEYS. Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys is Client's Attorneys of record in any proceeding, Client will execute and return a substitution-of-Attorneys form immediately on its receipt from Attorneys. In the event that Attorneys is discharged, for whatever reason, Client remains obligated to pay Attorneys the entire percentage as agreed in paragraph 7.A or a reasonable fee as described in paragraph 7.C and to reimburse Attorneys for all reasonable costs and expenses incurred as of the date of discharge not later than thirty (30) days after the receipt of a final cost accounting from Attorneys.
17. WITHDRAWAL OF ATTORNEYS. Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believes that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit, and said termination will release Attorneys from any further action on Client's claim and discharge Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw as permitted under the Texas Disciplinary Rules of Professional Conduct and the California Rules of Professional Conduct. Upon termination of representation, Attorneys shall take steps to the extent

reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, and will surrender papers and property to which Client is entitled.

18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client upon request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not. If Client has not requested its papers and property within ninety days after Attorneys has given Client written notice that the case is over and that those papers and property are available to Client, however, Attorneys may dispose of those papers and property.
19. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services hereunder is that of independent contractor and not that of employee of the Client, and no other wording of this agreement shall stand in derogation of this paragraph. The fees and costs paid to Attorneys in accordance with this Agreement shall be deemed revenues of Baron & Budd, P.C. and MacLean, PLLC's law practice and not as a remuneration for individual employment apart from the business of that law office.
20. **INSURANCE.** Attorneys shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Attorneys, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Attorneys has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to Attorneys' profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Attorneys maintains higher limits than the minimums shown above, Client requires and shall be entitled to coverage for the higher limits maintained by Attorneys. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Client.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – Client, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Attorneys including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Attorneys' insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Contract, Attorneys' insurance coverage shall be primary insurance as respects Client, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Client, its officers, officials, employees, agents or volunteers shall be excess of Attorneys' insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Client.

4. **Waiver of Subrogation Rights** – Attorneys hereby grants to Client a waiver of any right to subrogation which any insurer of said Attorneys may acquire against Client by virtue of the payment of any loss under such insurance. Attorneys agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Client has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by Client. Client may require Attorneys to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by County of Santa Barbara's Risk Management Division, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – Attorneys shall furnish Client with proof of insurance, original certificates and amendatory endorsements as required by this Contract. The proof of insurance, certificates and endorsements are to be received and approved by Client

before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Attorneys's obligation to provide them. Attorneys shall furnish evidence of renewal of coverage throughout the term of the Contract. Client reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, Client has the right but not the obligation or duty to terminate the Contract. Maintenance of required insurance coverage is a material element of the Contract and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by Client as a material breach of contract.

9. Subcontractors – Attorneys shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Attorneys shall ensure that Client is an additional insured on insurance required from subcontractors.

10. Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Attorneys must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – Client reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Attorneys agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of Client to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Client.

21. RECORDS, AUDIT, AND REVIEW- Attorneys shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Attorneys' profession and shall maintain such records for at least four (4) years following

the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. Client shall have the right to audit and review all such documents and records at any time during Attorneys' regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Attorneys shall be subject to the examination and audit of the California State Auditor, at the request of the Client or as part of any audit of the Client, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Attorneys shall participate in any audits and reviews, whether by Client or the State, at no charge to Client.

If federal, state or Client audit exceptions are made relating to this Agreement, Attorneys shall reimburse all costs incurred by federal, state, and/or Client governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from Client, Attorneys shall reimburse the amount of the audit exceptions and any other related costs directly to Client as specified by Client in the notification.

22. NOTICES. All written notice and communications to Client relating to this agreement shall be mailed to or personally delivered to: Michael Ghizzoni, Office of County Counsel, 105 E. Anapamu, Suite 201, Santa Barbara, California 93101. Written notices and communications to Attorneys shall be mailed to or personally delivered to: Scott Summy, Baron & Budd, P.C., 3102 Oak Lawn Avenue, Suite 1100, Dallas, TX 75219; and Irma MacLean, MacLean PLLC, 4021 Gilbert Avenue, Suite 8, Dallas, TX 75219.
23. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys makes no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
24. MULTIPLE REPRESENTATION. Client understands that Attorneys does or may represent many other individuals with actual or potential claims arising from the Refugio Oil Spill. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys is governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts

of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with the Refugio Oil Spill. Client remains completely free to seek other legal advice at any time even after signing this agreement.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
26. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. In addition, Client and Attorneys agree that any disputes arising from the provision that is held unenforceable, void, or voidable will be submitted to arbitration in accordance with paragraph 28.
27. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.
28. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.B.
29. EFFECTIVE DATE OF AGREEMENT. The effective date of this agreement will be the date it is executed by Client. This Agreement will, however, apply to services provided by Attorneys on this matter before its effective date.
30. CHOICE OF LAW. This Agreement shall be construed in accordance with the law of the State of California.
31. EXECUTION. This Agreement may be executed by transmittal of facsimile signature counterparts.

This agreement and its performance are subject to the Texas Disciplinary Rules of Professional Conduct and the California Rules of Professional Conduct.

The above is approved and agreed upon by all parties.

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ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA ("Client"):

By: _____
Chair, Board of Supervisors

RECOMMENDED FOR APPROVAL:

Office of County Counsel

By: Michael C. Ghizzoni
Michael C. Ghizzoni, County Counsel

Date: _____

BARON & BUDD, P.C. ("Attorneys"):

By: _____
Authorized Representative

Name: Scott Summy

Title: Shareholder

Date: _____

MACLEAN, PLLC ("Attorneys"):

By: _____
Authorized Representative

Name: Irma Espino MacLean

Title: Shareholder

Date: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: Theo Fallati
Deputy Auditor-Controller

APPROVED AS TO FORM:

Risk Management

By: [Signature]
Risk Manager
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Board Contract Summary

BC

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For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year	2018-2019
D2.	Department Name	County Counsel
D3.	Contact Person	Michael C. Ghizzoni
D4.	Telephone	(805) 568-2950

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Contingent fee Professional Services Contract with the law firm of Baron & Budd, P.C., concerning a litigation action
K3.	Department Project Number	
K4.	Original Contract Amount	\$ Not applicable; contingent fee
K5.	Contract Begin Date	June 19, 2018
K6.	Original Contract End Date	None
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	N/A
K9.	- Total Number of Amendments	None
K10.	- This Amendment Amount	\$ N/A
K11.	- Total Previous Amendment Amounts	\$ N/A
K12.	- Revised Total Contract Amount	\$ N/A

B1.	Intended Board Agenda Date	June 19, 2018
B2.	Number of Workers Displaced (if any)	None
B3.	Number of Competitive Bids (if any)	Not applicable
B4.	Lowest Bid Amount (if bid)	Not applicable
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	Yes, contingent fee Outside Counsel

F1.	Fund Number	Not applicable: contingent fee
F2.	Department Number	Not applicable: contingent fee
F3.	Line Item Account Number	Not applicable: contingent fee
F4.	Project Number (if applicable)	Not applicable: contingent fee
F5.	Program Number (if applicable)	Not applicable: contingent fee
F6.	Org Unit Number (if applicable)	Not applicable: contingent fee
F7.	Payment Terms	30 days after receipt of accounting

V1.	Auditor-Controller Vendor Number	Not applicable: contingent fee
V2.	Payee/Contractor Name	Baron & Budd, P.C.
V3.	Mailing Address	4021 Gilbert Avenue, Ste 8
V4.	City State (two-letter) Zip (include +4 if known)	Dallas, Texas 75219
V5.	Telephone Number	(972) 523-9423
V6.	Vendor Contact Person	Irma MacLean
V7.	Workers Comp Insurance Expiration Date	06/16/2018
V8.	Liability Insurance Expiration Date	06/16/2018
V9.	Professional License Number	Not applicable
V10.	Verified by (print name of county staff)	Mike Ghizzoni

V11 Company Type (Check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

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

Date: 6/12/18 Authorized Signature: 