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January 31, 2021

Santa Barbara County Independent Redistricting Commission  
c/o County Executive Office  
105 E. Anapamu Street, Suite 406  
Santa Barbara, CA 93101

Re: Independent Counsel Interviews and Hiring  
Agenda Item 7, February 1, 2021

Dear Commissioners.

This letter is intended to provide a few comments on the selection process you are undertaking for independent counsel for the Commission. Some are general in nature. This letter also includes special analysis concerning the eligibility of one of the applicant firms. As discussed below, I do not believe that the Nielsen-Merksamer firm, while well qualified, can or should be engaged as your legal counsel for at least two reasons, i.e. its request for broad waivers of attorney-client conflicts of interest, and disqualification under Sections 2-10.9A(4)(d)(6)(C) and 2-10.9A(5)(d) of the Citizens Independent Redistricting Commission Ordinance (herein, “Redistricting Ordinance”) codified in the Santa Barbara County Code Section 2-10.9A. While Nielsen-Merksamer has provided evidence that their attorney Hilary Gibson has not served as the “Treasurer” for a political committee that recently donated funds in a County supervisorial race, the prohibitions of Section 2-10.9A(4)(d)(6)(C) also extend to “staff” and officers of any type who have served such a political committee. Unfortunately, Ms. Gibson clearly falls within one or both of these categories, despite her otherwise sterling qualities.

## **GENERAL COMMENTS**

### **1. Costs and Caps on Fees.**

Costs are obviously an important consideration. The attorney applicants have provided various proposed “caps” on fees. It will be very important to question the attorney firms in interviews regarding the basis of these purported caps to get a more realistic assessment of probable costs and what the Commission will be getting for them.

Proposed caps may vary for a number of reasons. Calculation of a reasonable cap requires the attorney firms to estimate the number of hours they will be required to expend times their hourly rates, and then add a margin for extra work that may or may not be required. The number of hours that will be required, however, is well beyond the control of the attorneys. It depends in part upon the number of meetings the Commission decides to hold, what issues get

raised and how contentious the proceedings may become prove to be, and what, if any, problems are created by other Commission consultants or even, god forbid, by Commissioners themselves. Some firms may take a conservative approach to setting a cap, meaning they will build in a very large margin based on worst-case analysis, and others may take an overly optimistic approach to keep the alleged cap low and thereby get the contract.

The Commission also needs to consider what will happen when the purported cap is reached. Will the attorney firm simply declare its job done walk, will it continue to work for free, will it continue to work but provide significantly reduced quality and quantity of services, or will it – as is most likely - want to renegotiate.

Hopefully the interview process will allow for some greater clarity on these issues. I would personally encourage the Commission not to allow unreasonable expectations about a purported cap on expenses to interfere with obtaining quality services.

## **2. Client History and Alleged Political Bias of Attorneys.**

The subject of possible political predisposition or bias among the attorney firms came up briefly in the January 27 meeting. Unfortunately, in today's highly partisan world this is inevitably going to be an issue for some people, whether openly stated or not. My recommendation is that, given the high quality of the firms that have applied, you should not be swayed by any arguments on this issue that may be made by any side, and simply determine which firm you most trust to give you objective, reliable legal advice.

The simple fact is that any firm which has significant experience in election-related laws also has a client base that is either predominately conservative (i.e. Republicans, business interests, conservative political advocacy groups) or predominately liberal (Democrats and liberal advocacy groups). This simply reflects human nature and market realities. Clients are most likely to choose (and refer others to) firms that have a history of representing clients with similar views as their own. Conversely, clients are unlikely to hire a firm that has a reputation for representing clients on an opposing segment of the political spectrum. This applies even to many local government agencies whose decisionmakers may lean in conservative or liberal directions. None of the firms that have applied are going to intentionally skew their advice for political reasons. Rudy Giuliani is not applying. It should be acknowledged that there are a lot of grey areas in the law, and many people may perceive a conservative versus liberal divide in how attorney opinions break in these areas. Competent attorneys in this situation are going to give you their best recommendations, but also explain other possibly valid interpretations of the relevant law and the consequences of adopting various positions. The attorneys you choose at this point should be the ones you are most confident will provide you with a full picture along with their own recommendations.

## **ELIGIBILITY OF NIELSEN-MERKSAMER FIRM**

Unfortunately there are some issues that pertain exclusively to the proposal submitted by the Nielsen-Merksamer firm that must be addressed by the Commission. These are discussed below.

## **1. Conflicts Under Attorney Conflict of Interest Rules**

The first major issue arises from Nielsen-Merksamer's request for a general waiver of conflicts of interest under the California State Bar Rules of Professional Conduct approved by the California Supreme Court. (Nielsen-Merksamer Proposal, p. 5, paragraph 6 and "Exhibit D" to the proposal.) Under these rules, attorneys are not allowed to represent clients that have opposing interests (whether in a lawsuit or in any other type of situation), unless the clients on both sides agree. This general rule is stated in State Bar Rule 1.7(a), which states:

"(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter." (Attachment 1, p. 2.)

The reason for this rule is stated in the State Bar comments on Rule 1.7 (Attachment 1, p. 2.):

Loyalty and independent judgment are essential elements in the lawyer's relationship to a client. The duty of undivided loyalty to a current client prohibits undertaking representation directly adverse to that client without that client's informed written consent. Thus, absent consent, a lawyer may not act as an advocate in one matter against a person the lawyer represents in some other matter, even when the matters are wholly unrelated.

The rule against representing adverse interests applies to entire law firms, not just individual attorneys. If one attorney in a firm is representing a particular client, no member of the firm may represent another client with adverse interests without the consent of both clients.

Although the firms in question here are being hired to give independent advice to the Commission, the client they are actually contracting with and being paid by is the County of Santa Barbara. The County's standard contract for outside counsel contains provisions expressly prohibiting outside firms from having or creating in the future any conflicts of interest, unless the conflicts are fully disclosed and County Counsel determines the conflicts are immaterial. (See Attachment 2, County Agreement for Professional Services, pp. 2-3, paragraph 10.) Nielsen-Merksamer has requested in its proposal that Paragraph 10 of the County's standard contract be amended to include what it deceptively calls "additional disclosures." (Nielsen-Merksamer Proposal, p. 5, paragraph 6.) The proposed amendment, found in Exhibit D to the Nielsen-Merksamer Proposal (Attachment 3 to this letter), is actually a proposed blanket waiver of all present conflicts of interest that Nielsen-Merksamer may already have with the County, and all potential conflicts of interest that may arise in the future. Specifically, the proposed amendment asks the County to, among other things, "confirm[] that COUNTY does not object to ATTORNEY'S representation of clients on matters where their governmental or political objective and/or positions from, or adverse to, COUNTY's." The only apparent limitation on this is that Nielsen-Merksamer will not represent other clients in matters directly concerning the work of the Commission. Nielsen-Merksamer potentially could, however, take on clients with any number of other interests adverse to the County, including lawsuits against the County, challenges to County election procedures or election results, or defense of businesses or individuals against County administrative or legal enforcement actions, to name a few potential conflicts. The proposed Amendment also ominously purports to prohibit the County Board of

Supervisors from disqualify Nielsen-Merksamer under the standards for hiring outside consultants found in the Redistricting Ordinance (aka Measure G) itself; this subject is addressed below.

It is understood that Nielsen-Merksamer is proposing this drastic amendment for business reasons. It does not wish to lose any existing clients or potentially lucrative future clients who may have interests adverse to the County. Nevertheless, I doubt very much that the County Board of Supervisors would ever accept this amendment. The Commission should not be in the position of supporting this kind of extreme demand for special treatment through its choice of counsel. Beyond this, the appearance is simply terrible. The Commission should not have counsel who are effectively reserving the right to sue the County or otherwise represent clients with political or business blatantly adverse to those of the County government or public at large, even while it is supposed to be giving neutral and objective advice to the Commission.

## **2. Disclosure Under Fair Political Practices Act**

Nielsen-Merksamer's proposed amendment to the County legal services contract also includes a proposed agreement to exempt Nielsen-Merksamer from the disclosure requirements of the County's Conflict of Interest Code and Fair Political Practices Commission regulations. (Attachment 3, p. 1, last paragraph.) The Nielsen-Merksamer email of January 27, 2021 indicates that it will provide the required full disclosures. Presumably this means Nielsen-Merksamer is no longer asking for an exemption by way of a contract amendment or otherwise. If this turns out not to be the case, hiring of Nielsen-Merksamer would raise some very significant additional issues.

## **3. Disqualification Under Redistricting Ordinance**

The Redistricting Ordinance imposes direct limitations on what firms or individuals may be hired as legal counsel or other consultants. (See Attachment 4.) These limitations are separate and in addition to any other restrictions that may be imposed by the Fair Political Practices Act, other laws, or conflict of interest rules. Specifically, Section 2-10.9A(5)(d) of the Redistricting Ordinance provides:

“(d) (1) The commission shall not retain a consultant who would not be qualified as an applicant pursuant to subsection (4)(d).

(2) For purposes of this subdivision, "consultant" means a person, whether or not compensated, retained to advise the commission or a commission member regarding any aspect of the redistricting process.”

The grounds for disqualification of commissioners, and therefor also grounds for disqualification of counsel under Section 2-10.9A(4)(d), include the following restrictions found in subsection 2-10.9A(4)(d)(6)(C).

“No commissioner or immediate family member may, within the last eight years preceding appointment to the commission, have been a board member, officer, paid or volunteer staff of, or had a significant influence on the actions or decisions

of a political committee required to register with the California Secretary of State, which expended funds in excess of five hundred dollars in support or opposition to a candidate for any elective office of the County of Santa Barbara, including member communications.” (Redistricting Ordinance, Section 2-10.9A(4)(d)(6)(C))

Thus the Commission may not engage any consultant, including legal counsel, who has served as an officer or staff of any political committee that has donated \$ 500 or more to any candidate or campaign for an elected County official in the past 8 years. It should be noted that the disqualification provisions are very broad and intentionally so. They are intended to prevent not only the appointment of Commissioners or consultants who are actually partisan and biased, but also those who might merely appear to be biased by reason of their past political activities or associations. For example, there is no particular reason to assume that a person whose wife or brother-in-law donated \$ 500 to County Sheriff candidate or to support a County initiative legalizing marijuana 5 years ago could not be impartial for purposes of serving on the Redistricting Commission. Yet such a person would clearly be disqualified under Sections 2-10.9A(2)(c) [defining “immediate family member”] and Section 2-10.9A(4)(d)(6)(B) simply because their appointment might subject the Commission to allegations of *possible* political bias. Section 2-10.9A(5)(d) requires that the Commission apply similarly broad standards to hired legal counsel and other consultants, regardless of any other qualifications they may have.

Records of the California Secretary of State’s office indicate that Hilary Gibson, one of the attorneys assigned to the Commission in the Nielsen-Merksamer proposal, has signed verifications under penalty of perjury for campaign expenditure statements filed by the “Shea Homes and Affiliated Entities” Major Donor Committee. The report for 01/01/2019 – 6/30/2019 indicates that Shea Homes donated \$ 1,000 to the campaign of 4<sup>th</sup> District Supervisor Bob Nelson in May of 2019. (See Attachments 1, p. 3.) Hilary Gibson is listed as the “Responsible Officer” for Shea Homes on the face page of the report. Ms. Gibson also signed the verification which states: “I have used all reasonable diligence in preparing the statement. I have reviewed the statement and to the best of my knowledge the information contained here is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.” (Attachment 1, p. 1.) On the face of it, this should disqualify Ms. Gibson, and by implication her law firm, from serving as legal counsel for the Commission under Sections 2-10.9A(4)(d)(6)(C) and Section 2-10.9A(5)(d).

Nielsen-Merksamer submitted an email late on January 27 last week asserting that despite Ms. Gibson being designated as a Responsible Officer on the Shea Homes statement, she was actually acting in a more limited capacity as an agent or attorney for Shea Homes, and not technically as an “officer.” This point is debatable, for reasons discussed below. But even if correct, this does not resolve the issue. Section 2-10.9A(4)(d)(6)(C) also specifically disqualifies persons who have served as “*paid or volunteer staff*” of a political committee subject to that section. This language consequently extends the disqualification down to individuals or entities who may have served in such limited-responsibility as receptionists, clerical workers, canvassers or leaflet distributors for the political committee. Given the overall intent of Section 2-10.9A(4)(d)(6)(C), i.e. to eliminate both bias and the possible appearance of bias based on political association, it is impossible to see how disqualification would not also extend to individuals, whether paid or volunteer, who have taken on much higher levels of legal or fiscal responsibility, such as preparing, reviewing and/or verifying the accuracy of the committee’s

legally required campaign expenditure reports. At the very least, then, Ms. Gibson's participation as an attorney and advisor in the affairs of the Shea Homes Major Donor Committee qualifies her as staff of that Committee who, along with her firm, may not serve as independent counsel for the Commission under Section 2-10.9A(5)(d).

While the Nielsen-Merksamer email of January 27 indicates that Ms. Gibson did not serve as a designated Treasurer for Shea Homes, that also does not resolve the issue of whether she served as an "officer" for Shea Homes for purposes of Section 2-10.9A(4)(d)(6)(C). Political action committees (PACs) that collect funds from donors and then contribute or otherwise expend these funds for political purposes (generally referred to as "recipient committees" are required, among other things, to appoint a designated Treasurer who is in turn legally responsible for accounting for receipts and expenditures, and certifying mandatory campaign statements reporting all income and expenditures at designated intervals. (Government Code §§ 82013(a), 84100, 81004(b).) There is no question that the Treasurer is considered an "officer" for purposes of the Fair Political Practices Act and, by implication, for purposes of Section 2-10.9A(4)(d)(6)(C). Several sections of the Fair Political Practices Act expressly refer to the Treasurer as being among the officers of the PAC, and the duties imposed on the designated Treasurer are similar to those imposed on the treasurer of a non-profit corporation. (Government Code § 84102(c) and (c)(1)(c), 81004, 84211.) FPPC on-line records indicate that the Treasurer is typically charged along with the recipient committee itself whenever there is a violation of the reporting requirements. This indicates the high level of personal responsibility the Treasurer bears when certifying reporting documents.

In this case, Shea Homes does not qualify as a recipient committee, but is subject to somewhat different reporting requirements as a "Major Donor Committee." A "Major Donor Committee" is an entity (typically a corporation) or private individual who makes substantial campaign contributions or expenditures exclusively with its own money. (See Government Code § 82013(c).) Major Donor Committees are not specifically required to appoint a Treasurer to certify their campaign spending statements. The mandatory FPPC reporting form for Major Donor Committees (Form 461; see, e.g., Attachment 5) instead requires the Committee to identify a specific "Responsible Officer" on its filing form, and also requires a signed verification under penalty of perjury by the "Responsible Officer." [Specifically, the fine print under the signature line in the Verification block on the form requires the "SIGNATURE OF INDIVIDUAL DONOR OR RESPONSIBLE OFFICER IF OTHER THAN AN INDIVIDUAL. Attachment 5, p. 1, block 4.)] Government Code § 81004(b) and guidance documents published by the California Secretary of State indicate that the signer may be an attorney, certified public account or officer of the entity. Nothing I have found in the Government Code or FPPC regulations clarifies whether or not an attorney who signs the verification for a Major Donor Committee is considered to be acting as an "officer" for the Committee, although he or she is not an officer of the donor entity itself. Nielsen-Merksamer is apparently arguing that Ms. Gibson was signing the Form 461 in question solely as an attorney rather than as an "officer," notwithstanding the language on the form requiring the signature of a Responsible Officer.

The distinction Nielsen-Merksamer is trying to make is dubious. Even aside from the fact that the mandatory reporting Form 461 requires the signature of a Responsible Officer, the level of responsibility borne by the verifying person is essentially similar to that of the Treasurer verifying the reports of a recipient committee. The signing party must verify that they have "used all reasonable diligence in preparing this statement," and that they have "reviewed the statement and to the best of my knowledge the information contained herein is true and

complete.” (Attachment 5, p. 1, block 4.) Given the overall purposes of the Fair Political Practices Act and associated regulations, it seems unlikely that persons verifying Major Donor Committee campaign statements can be treated differently than Treasurers designated to verify campaign statements for other types of political committees under Government Code § 84100. The same is true for the disqualifying provisions of Section 2-10.9A(4)(d)(6)(C) of the Redistricting Ordinance. This section is obviously intended to weed out individuals who have been associated in any official capacity with one or more political action committees or organizations. Application of the rule should not, and in my opinion does not, depend upon technical distinctions of the type that Nielsen-Merksamer is offering in support of its position.

### **Conclusion**

The Commission obviously faces a difficult decision in selecting counsel, given the issues of cost, professional qualifications and basic trust involved. I wish you the best in this endeavor. However, for the reasons stated in this letter, I do not believe the Commission can legally engage one of the applicants – the Nielsen-Merksamer firm – as its independent legal counsel. This is not out of questions over Nielsen-Merksamer’s obviously excellent legal qualifications or the firm’s client history, but a simple recognition that County policy on attorney-client conflicts of interest and provisions of the Redistricting Ordinance itself preclude the hiring of that firm on the conditions set forth in their Proposal.

Sincerely,

*Philip A. Seymour*

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Attorney at Law

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- (1) whether the client is an experienced user of legal services;
- (2) the frequency of the lawyer's contact with the client;
- (3) the nature and length of the professional relationship with the client;
- (4) whether the lawyer and client have discussed the lawyer's duty of confidentiality or any exceptions to that duty;
- (5) the likelihood that the client's matter will involve information within paragraph (b);
- (6) the lawyer's belief,\* if applicable, that so informing the client is likely to increase the likelihood that a criminal act likely to result in the death of, or substantial\* bodily harm to, an individual; and
- (7) the lawyer's belief,\* if applicable, that good faith efforts to persuade a client not to act on a threat have failed.

### *Avoiding a chilling effect on the lawyer-client relationship*

[10] The foregoing flexible approach to the lawyer's informing a client of his or her ability or decision to reveal information protected by Business and Professions Code section 6068, subdivision (e)(1) recognizes the concern that informing a client about limits on confidentiality may have a chilling effect on client communication. (See Comment [1].) To avoid that chilling effect, one lawyer may choose to inform the client of the lawyer's ability to reveal information protected by section 6068, subdivision (e)(1) as early as the outset of the representation, while another lawyer may choose to inform a client only at a point when that client has imparted information that comes within paragraph (b), or even choose not to inform a client until such time as the lawyer attempts to counsel the client as contemplated in Comment [7]. In each situation, the lawyer will have satisfied the lawyer's obligation under paragraph (c)(2), and will not be subject to discipline.

### *Informing client that disclosure has been made; termination of the lawyer-client relationship*

[11] When a lawyer has revealed information protected by Business and Professions Code section

6068, subdivision (e) as permitted in paragraph (b), in all but extraordinary cases the relationship between lawyer and client that is based on trust and confidence will have deteriorated so as to make the lawyer's representation of the client impossible. Therefore, when the relationship has deteriorated because of the lawyer's disclosure, the lawyer is required to seek to withdraw from the representation, unless the client has given informed consent\* to the lawyer's continued representation. The lawyer normally must inform the client of the fact of the lawyer's disclosure. If the lawyer has a compelling interest in not informing the client, such as to protect the lawyer, the lawyer's family or a third person\* from the risk of death or substantial\* bodily harm, the lawyer must withdraw from the representation. (See rule 1.16.)

### *Other consequences of the lawyer's disclosure*

[12] Depending upon the circumstances of a lawyer's disclosure of information protected by Business and Professions Code section 6068, subdivision (e)(1) as permitted by this rule, there may be other important issues that a lawyer must address. For example, a lawyer who is likely to testify as a witness in a matter involving a client must comply with rule 3.7. Similarly, the lawyer must also consider his or her duties of loyalty and competence. (See rules 1.7 and 1.1.)

### *Other exceptions to confidentiality under California law*

[13] This rule is not intended to augment, diminish, or preclude any other exceptions to the duty to preserve information protected by Business and Professions Code section 6068, subdivision (e)(1) recognized under California law.

## **Rule 1.7 Conflict of Interest: Current Clients**

(a) A lawyer shall not, without informed written consent\* from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent\* from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client,



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a former client or a third person,\* or by the lawyer's own interests.

(c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written\* disclosure of the relationship to the client and compliance with paragraph (d) where:

(1) the lawyer has, or knows\* that another lawyer in the lawyer's firm\* has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or

(2) the lawyer knows\* or reasonably should know\* that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm,\* or has an intimate personal relationship with the lawyer.

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and:

(1) the lawyer reasonably believes\* that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

(e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest, or other deliberation, decision, or action that is focused on the interests of specific persons,\* or a discrete and identifiable class of persons.\*

### Comment

[1] Loyalty and independent judgment are essential elements in the lawyer's relationship to a client. The duty of undivided loyalty to a current client prohibits undertaking representation directly adverse to that client without that client's informed written consent.\* Thus, absent consent, a lawyer may not act as an

advocate in one matter against a person\* the lawyer represents in some other matter, even when the matters are wholly unrelated. (See *Flatt v. Superior Court* (1994) 9 Cal.4th 275 [36 Cal.Rptr.2d 537].) A directly adverse conflict under paragraph (a) can arise in a number of ways, for example, when: (i) a lawyer accepts representation of more than one client in a matter in which the interests of the clients actually conflict; (ii) a lawyer, while representing a client, accepts in another matter the representation of a person\* who, in the first matter, is directly adverse to the lawyer's client; or (iii) a lawyer accepts representation of a person\* in a matter in which an opposing party is a client of the lawyer or the lawyer's law firm.\* Similarly, direct adversity can arise when a lawyer cross-examines a non-party witness who is the lawyer's client in another matter, if the examination is likely to harm or embarrass the witness. On the other hand, simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated litigation, does not ordinarily constitute a conflict of interest and thus may not require informed written consent\* of the respective clients.

[2] Paragraphs (a) and (b) apply to all types of legal representations, including the concurrent representation of multiple parties in litigation or in a single transaction or in some other common enterprise or legal relationship. Examples of the latter include the formation of a partnership for several partners\* or a corporation for several shareholders, the preparation of a pre-nuptial agreement, or joint or reciprocal wills for a husband and wife, or the resolution of an "uncontested" marital dissolution. If a lawyer initially represents multiple clients with the informed written consent\* as required under paragraph (b), and circumstances later develop indicating that direct adversity exists between the clients, the lawyer must obtain further informed written consent\* of the clients under paragraph (a).

[3] In *State Farm Mutual Automobile Insurance Company v. Federal Insurance Company* (1999) 72 Cal.App.4th 1422 [86 Cal.Rptr.2d 20], the court held that paragraph (C)(3) of predecessor rule 3-310 was violated when a lawyer, retained by an insurer to defend one suit, and while that suit was still pending, filed a direct action against the same insurer in an unrelated action without securing the insurer's consent. Notwithstanding *State Farm*, paragraph (a) does not apply with respect to the relationship

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between an insurer and a lawyer when, in each matter, the insurer's interest is only as an indemnity provider and not as a direct party to the action.

[4] Even where there is no direct adversity, a conflict of interest requiring informed written consent\* under paragraph (b) exists if there is a significant risk that a lawyer's ability to consider, recommend or carry out an appropriate course of action for the client will be materially limited as a result of the lawyer's other responsibilities, interests, or relationships, whether legal, business, financial, professional, or personal. For example, a lawyer's obligations to two or more clients in the same matter, such as several individuals seeking to form a joint venture, may materially limit the lawyer's ability to recommend or advocate all possible positions that each might take because of the lawyer's duty of loyalty to the other clients. The risk is that the lawyer may not be able to offer alternatives that would otherwise be available to each of the clients. The mere possibility of subsequent harm does not itself require disclosure and informed written consent.\* The critical questions are the likelihood that a difference in interests exists or will eventuate and, if it does, whether it will materially interfere with the lawyer's independent professional judgment in considering alternatives or foreclose courses of action that reasonably\* should be pursued on behalf of each client. The risk that the lawyer's representation may be materially limited may also arise from present or past relationships between the lawyer, or another member of the lawyer's firm\*, with a party, a witness, or another person\* who may be affected substantially by the resolution of the matter.

[5] Paragraph (c) requires written\* disclosure of any of the specified relationships even if there is not a significant risk the relationship will materially limit the lawyer's representation of the client. However, if the particular circumstances present a significant risk the relationship will materially limit the lawyer's representation of the client, informed written consent\* is required under paragraph (b).

[6] Ordinarily paragraphs (a) and (b) will not require informed written consent\* simply because a lawyer takes inconsistent legal positions in different tribunals\* at different times on behalf of different clients. Advocating a legal position on behalf of a client that might create precedent adverse to the interests of another client represented by a lawyer in an unrelated matter is not sufficient, standing alone,

to create a conflict of interest requiring informed written consent.\* Informed written consent\* may be required, however, if there is a significant risk that: (i) the lawyer may temper the lawyer's advocacy on behalf of one client out of concern about creating precedent adverse to the interest of another client; or (ii) the lawyer's action on behalf of one client will materially limit the lawyer's effectiveness in representing another client in a different case, for example, when a decision favoring one client will create a precedent likely to seriously weaken the position taken on behalf of the other client. Factors relevant in determining whether the clients' informed written consent\* is required include: the courts and jurisdictions where the different cases are pending, whether a ruling in one case would have a precedential effect on the other case, whether the legal question is substantive or procedural, the temporal relationship between the matters, the significance of the legal question to the immediate and long-term interests of the clients involved, and the clients' reasonable\* expectations in retaining the lawyer.

[7] Other rules and laws may preclude the disclosures necessary to obtain the informed written consent\* or provide the information required to permit representation under this rule. (See, e.g., Bus. & Prof. Code, § 6068, subd. (e)(1) and rule 1.6.) If such disclosure is precluded, representation subject to paragraph (a), (b), or (c) of this rule is likewise precluded.

[8] Paragraph (d) imposes conditions that must be satisfied even if informed written consent\* is obtained as required by paragraphs (a) or (b) or the lawyer has informed the client in writing\* as required by paragraph (c). There are some matters in which the conflicts are such that even informed written consent\* may not suffice to permit representation. (See *Woods v. Superior Court* (1983) 149 Cal.App.3d 931 [197 Cal.Rptr. 185]; *Klemm v. Superior Court* (1977) 75 Cal.App.3d 893 [142 Cal.Rptr. 509]; *Ishmael v. Millington* (1966) 241 Cal.App.2d 520 [50 Cal.Rptr. 592].)

[9] This rule does not preclude an informed written consent\* to a future conflict in compliance with applicable case law. The effectiveness of an advance consent is generally determined by the extent to which the client reasonably\* understands the material risks that the consent entails. The more comprehensive the explanation of the types of future

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representations that might arise and the actual and reasonably\* foreseeable adverse consequences to the client of those representations, the greater the likelihood that the client will have the requisite understanding. The experience and sophistication of the client giving consent, as well as whether the client is independently represented in connection with giving consent, are also relevant in determining whether the client reasonably\* understands the risks involved in giving consent. An advance consent cannot be effective if the circumstances that materialize in the future make the conflict nonconsentable under paragraph (d). A lawyer who obtains from a client an advance consent that complies with this rule will have all the duties of a lawyer to that client except as expressly limited by the consent. A lawyer cannot obtain an advance consent to incompetent representation. (See rule 1.8.8.)

[10] A material change in circumstances relevant to application of this rule may trigger a requirement to make new disclosures and, where applicable, obtain new informed written consents.\* In the absence of such consents, depending on the circumstances, the lawyer may have the option to withdraw from one or more of the representations in order to avoid the conflict. The lawyer must seek court approval where necessary and take steps to minimize harm to the clients. See rule 1.16. The lawyer must continue to protect the confidences of the clients from whose representation the lawyer has withdrawn. (See rule 1.9(c).)

[11] For special rules governing membership in a legal service organization, see rule 6.3; and for work in conjunction with certain limited legal services programs, see rule 6.5.

### **Rule 1.8.1 Business Transactions with a Client and Pecuniary Interests Adverse to a Client**

A lawyer shall not enter into a business transaction with a client, or knowingly\* acquire an ownership, possessory, security or other pecuniary interest adverse to a client, unless each of the following requirements has been satisfied:

(a) the transaction or acquisition and its terms are fair and reasonable\* to the client and the terms and the lawyer's role in the transaction or acquisition are fully disclosed and transmitted in writing\* to the

client in a manner that should reasonably\* have been understood by the client;

(b) the client either is represented in the transaction or acquisition by an independent lawyer of the client's choice or the client is advised in writing\* to seek the advice of an independent lawyer of the client's choice and is given a reasonable\* opportunity to seek that advice; and

(c) the client thereafter provides informed written consent\* to the terms of the transaction or acquisition, and to the lawyer's role in it.

### **Comment**

[1] A lawyer has an "other pecuniary interest adverse to a client" within the meaning of this rule when the lawyer possesses a legal right to significantly impair or prejudice the client's rights or interests without court action. (See *Fletcher v. Davis* (2004) 33 Cal.4th 61, 68 [14 Cal.Rptr.3d 58]; see also Bus. & Prof. Code, § 6175.3 [Sale of financial products to elder or dependent adult clients; Disclosure]; Fam. Code, §§ 2033-2034 [Attorney lien on community real property].) However, this rule does not apply to a charging lien given to secure payment of a contingency fee. (See *Plummer v. Day/Eisenberg, LLP* (2010) 184 Cal.App.4th 38 [108 Cal.Rptr.3d 455].)

[2] For purposes of this rule, factors that can be considered in determining whether a lawyer is independent include whether the lawyer: (i) has a financial interest in the transaction or acquisition; and (ii) has a close legal, business, financial, professional or personal relationship with the lawyer seeking the client's consent.

[3] Fairness and reasonableness under paragraph (a) are measured at the time of the transaction or acquisition based on the facts that then exist.

[4] In some circumstances, this rule may apply to a transaction entered into with a former client. (Compare *Hunnecutt v. State Bar* (1988) 44 Cal.3d 362, 370-71 ["[W]hen an attorney enters into a transaction with a former client regarding a fund which resulted from the attorney's representation, it is reasonable to examine the relationship between the parties for indications of special trust resulting therefrom. We conclude that if there is evidence that the client placed his trust in the attorney because of the representation, an attorney-client relationship exists for the purposes of [the predecessor rule] even

## AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and \_\_\_\_\_, with an address at \_\_\_\_\_ (hereafter ATTORNEY) wherein ATTORNEY agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, from time to time COUNTY requires the services of independent legal counsel for the County of Santa Barbara Citizens' Independent Redistricting Commission (Commission); and

**WHEREAS**, COUNTY's Board of Supervisors, under the provisions of Section 31000 of the California Government Code, is empowered to contract for special legal services; and

**WHEREAS**, ATTORNEY represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of ATTORNEY pursuant to the terms, covenants, and conditions herein set forth;

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

1. **DESIGNATED REPRESENTATIVE.** Nancy Anderson at phone number 805-568-3400 is the designated representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. \_\_\_\_\_ at phone number \_\_\_\_\_ is the designated 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Nancy Anderson  
Assistant County Executive Office  
County of Santa Barbara  
105 E. Anapamu St., Room 406  
Santa Barbara, CA 93101  
Fax. No. 805-568-3414

To ATTORNEY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax. No. \_\_\_\_\_

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section 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.** ATTORNEY agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** ATTORNEY shall commence performance on \_\_\_\_\_, 2021, and end performance upon completion, but no later than April 30, 2022, unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF ATTORNEY.** In full consideration for ATTORNEY's services, ATTORNEY shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **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 unrelated to the COUNTY or to this Agreement.

7. **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. ATTORNEY shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. All required permits and/or licenses shall be obtained and maintained by ATTORNEY without additional compensation.

8. **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.

9. **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.

10. **CONFLICT OF INTEREST.** ATTORNEY covenants that ATTORNEY presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with

the performance of services required to be performed under this Agreement. ATTORNEY further covenants that in the performance of this Agreement, no person having any such interest shall be employed by ATTORNEY. ATTORNEY has conducted a conflicts evaluation and has discovered no potential conflicts, other than those disclosed to COUNTY prior to this Agreement. ATTORNEY shall inform COUNTY immediately of any potential ethical issues or conflicts that may arise in the course of ATTORNEY's representation of the COUNTY in this matter or at any time in the future, as soon as such an issue or conflict becomes known. COUNTY retains the right to waive a conflict of interest disclosed by ATTORNEY if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to ATTORNEY in writing.

11. **EXPERTS/CONSULTANTS/OTHER LAW FIRMS.** ATTORNEY shall get COUNTY's written approval prior to retaining any expert/consultant, or other outside attorney to assist with any matter covered by this Agreement.

12. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. ATTORNEY shall not release any of such items to other parties except after prior written approval of COUNTY. Unless otherwise specified in Exhibit A, ATTORNEY hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by ATTORNEY pursuant to this Agreement (collectively referred to herein as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. ATTORNEY agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. ATTORNEY warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. ATTORNEY at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by ATTORNEY hereunder infringe upon any intellectual property or other proprietary rights of a third party, and ATTORNEY shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

13. **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.

14. **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.

15. **RECORDS, AUDIT, AND REVIEW.** ATTORNEY shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of ATTORNEY's 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 practices. COUNTY shall have the right to audit and review all such documents and records at any time during ATTORNEY's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) ATTORNEY shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). ATTORNEY shall participate in any audits and review, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, ATTORNEY shall reimburse all costs incurred by federal, state, and/or COUNTY 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 COUNTY, ATTORNEY shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

16. **INDEMNIFICATION AND INSURANCE.** ATTORNEY agrees to defend, indemnify and save harmless the COUNTY and the Commission and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

17. **NONDISCRIMINATION.** COUNTY hereby notifies ATTORNEY that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and ATTORNEY agrees to comply with said ordinance.

18. **NONEXCLUSIVE AGREEMENT.** ATTORNEY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by ATTORNEY as the COUNTY desires.

19. **NON-ASSIGNMENT.** ATTORNEY shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## 20. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to ATTORNEY, terminate this Agreement in whole or in part, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of ATTORNEY to fulfill the obligations herein.

1. For Convenience. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, ATTORNEY shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. For Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify ATTORNEY of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent



to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should ATTORNEY default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, ATTORNEY shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by ATTORNEY, unless the notice directs otherwise.

4. **Payment.** Should COUNTY terminate ATTORNEY pursuant to this paragraph 20, ATTORNEY shall promptly provide a prompt final invoice regarding any outstanding funds owed, and COUNTY shall promptly pay that invoice (unless there is a dispute about amounts owed, in which case the matter may be resolved by any mutually agreeable method).

B. **By ATTORNEY.** Should COUNTY fail to pay ATTORNEY all or any part of the payment set forth in EXHIBIT B, ATTORNEY may, at ATTORNEY's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

C. Upon termination, ATTORNEY shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by ATTORNEY in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit ATTORNEY to retain.

21. **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.

22. **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.

23. **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.

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

25. **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.

26. **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.

27. **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.

28. **COMPLIANCE WITH LAW.** ATTORNEY shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of ATTORNEY in any action or proceeding against ATTORNEY, whether COUNTY is a party thereto or not, that ATTORNEY has violated any such ordinance or statute, shall be conclusive of that fact as between ATTORNEY and COUNTY.

29. **CALIFORNIA LAW AND JURISDICTION.** 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.

30. **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.

31. **AUTHORITY.** All signatories and 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.

32. **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.

33. **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.

Agreement for Professional Legal Services between the County of Santa Barbara and  
\_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective  
\_\_\_\_\_

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

ATTORNEY

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
(Authorized Signature)

RECOMMENDED FOR APPROVAL  
AND APPROVED AS TO FORM:  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
BETSY A. SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

By: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK MANAGER

By: \_\_\_\_\_  
Risk Manager

**EXHIBIT D**  
**(Conflicts of Interest)**

COUNTY acknowledges that ATTORNEY's law firm represents many clients who participate in the governmental and political process, primarily in California, but also nationwide. Also, since 1975, Nielsen Merksamer has represented thousands of clients in dealing with, and/or litigating for or against, various governmental agencies and complying with federal, state and local political laws, and ATTORNEY is accepting new engagements all the time. It is virtually inevitable that ATTORNEY will work on projects for other clients having different governmental or political objectives, beliefs or views from COUNTY.

Additionally, ATTORNEY performs a variety of professional services for its clients, including general counsel matters, litigation, legislative advocacy, regulatory law, political and strategic advice, coalition building, fundraising, and ballot measure and PAC compliance (including preparing federal, state or local disclosure forms). It is certainly possible, even likely, that ATTORNEY will represent these and future clients on matters that may or will be adverse in some way to COUNTY's interests, but which are not directly related to the matters for which COUNTY are retaining ATTORNEY.

Further, ATTORNEY represents or has represented the City of Santa Barbara, Carpinteria Valley Water District, the Goleta West Sanitary District, the City of Santa Maria, and Californians for Energy Independence whose governmental or political interests are, or in the future may be, contrary to COUNTY's. COUNTY acknowledges that ATTORNEY has discussed these matters with COUNTY, and COUNTY confirms that COUNTY does not object to ATTORNEY's representation of clients on matters where their governmental or political objectives and/or positions may be different from, or adverse to, COUNTY's, that COUNTY does not object to ATTORNEY's representation of such clients on such matters, and that COUNTY waives any conflict that arises with any of the above listed clients so that ATTORNEY may continue to represent their interest(s). COUNTY further agrees that COUNTY will not assert any conflict of interest concerning such representation or attempt to ATTORNEY from representing such clients, notwithstanding such adversity.

Needless to say, these acknowledgments and waivers do not permit ATTORNEY, without COUNTY's written consent, to represent another client in opposing the specific project for which COUNTY has engaged us.

In addition, COUNTY acknowledges the independence of the Citizen's Independent Redistricting Commission pursuant to Chapter 2, Article II, Section 2-10.9A, of the Code of the County of Santa Barbara ("Measure G") and, on behalf of the Board of Supervisors, expressly waives any conflict that may arise under Measure G between the interests of the Board of Supervisors and the interests of the Citizen's Independent Redistricting Commission. The Board of Supervisors shall not attempt to disqualify ATTORNEY under Measure G.

ATTORNEY'S representation is of COUNTY's Citizen's Independent Redistricting Commission itself, not of its individual members, officers, employees, staff or agents, and this letter is not intended to, and does not, create any legal relationship between this law firm and such individuals.

The scope of this engagement does not confer "consultant" (as defined in Regulations of the California Fair Political Practices Commission 18701(a)(2)) status on any of the attorneys and

other firm personnel providing services for COUNTY; therefore, ATTORNEY not subject to the public disclosure requirements as a "public official" under COUNTY's conflict of interest code.

ATTORNEY may send or receive documents or other information that is covered by the attorney-client or work product privileges, or is otherwise confidential, using external electronic communication ("EC") (via the internet or other network). EC is not an absolutely secure method of communication. By signing the engagement letter, COUNTY acknowledges and accepts the risk in EC communication, and authorizes ATTORNEY to use EC means to communicate with COUNTY and others necessary to effectively represent COUNTY. If there are certain documents with respect to which COUNTY wishes to maintain absolute confidentiality, COUNTY must advise ATTORNEY in writing not to send them via EC and ATTORNEY will comply with COUNTY's request.

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Sec. 2-10.9A. - Citizens' independent redistricting commission.

- (1) Purpose. The purpose of this section is to establish the procedures for determination of electoral district boundaries with the County of Santa Barbara. This section may also be known as "You Draw the Lines - County of Santa Barbara Citizens' Independent Redistricting Commission."
- (2) Definitions. As used in this chapter, the following terms have the following meanings:
  - (a) "Board" means the Board of Supervisors of the County of Santa Barbara.
  - (b) "Commission" means the County of Santa Barbara Citizens' Independent Redistricting Commission in the County of Santa Barbara established as provided herein.
  - (c) "Immediate family member" means a spouse, child, in-law, parent, or sibling.
  - (d) "Significant financial interest" includes the following:
    - (i) Ownership or partial ownership, other than through the not more than five percent of the stock of any corporation that is allowed through subsection (d)(iv) below, of any for-profit company, corporation or other business entity with gross receipts of over one hundred thousand dollars derived from doing business in Santa Barbara County in any of the last five calendar years prior to appointment.
    - (ii) A partnership interest in any for-profit company or business with gross receipts of over one hundred thousand dollars derived from doing business in Santa Barbara County in any of the last five calendar years prior to appointment.
    - (iii) Holding the position of director, CEO, or a management position with a salary in excess of one hundred thousand dollars per year in any for-profit company, corporation or other business entity doing business in the County of Santa Barbara.
    - (iv) Ownership of more than five percent of the stock of any corporation or other business entity doing business in Santa Barbara County.
    - (v) Being an immediate family member of any person described in subsections (i)—(v) above.
    - (vi) The county board of supervisors may adjust the dollar amounts stated above by the amount by the cumulative change in the California Consumer Price Index, or its successor, in every year ending in zero.
- (3) Establishment of Commission. There shall be, in the County of Santa Barbara, a County of Santa Barbara Citizens' Independent Redistricting Commission. In the year following the year in which the decennial federal census is taken, the commission shall adjust the boundaries of any or all of the supervisorial districts (also known as "redistricting") of the County of Santa Barbara. The commission shall:
  - (a) Proceed through an open and transparent process enabling full public consideration of and comment on the drawing of district lines;
  - (b) Draw district lines according to the redistricting criteria specified in the Federal Voting Rights Act of 1965, and the California Voting Rights Act of 2001, and specified in this article; and
  - (c) Conduct themselves with integrity and fairness.
- (4) Creation of Commission.
  - (a) The commission shall be created no later than December 31, 2020, and in each year ending in the number zero thereafter.
  - (b) The selection process is designed to produce a commission that is independent from the influence of the board, political parties, campaign contributors or other special financial interests, and is reasonably representative of the county's diversity.
  - (c) The commission shall consist of eleven members.

- (d) Each commission member shall meet all of the following minimum qualifications:
- (1) Be a resident of the County of Santa Barbara.
  - (2) Be a voter registered in Santa Barbara County.
  - (3) Have not changed registered political party affiliation within the past five years immediately preceding the date of his or her appointment to the commission.
  - (4) Have voted in Santa Barbara County in at least one of the last three statewide elections immediately preceding his or her application to be a member of the commission.
  - (5) The member must also be eligible under the provisions of Elections Code § 23003(c), or any successor provision governing qualifications of commissioners for independent redistricting commissions.
  - (6) In addition:
    - (A) No commissioner may have any significant financial interest, as defined in this measure, in any company, corporation or other business entity that has donated five hundred dollars or more in one year to any candidate for elective office of the County of Santa Barbara, or to any controlled committee, primarily formed committee, general purpose committee, independent expenditure committee that expended funds in support or opposition to a candidate for elective office of the County of Santa Barbara within the last eight years preceding appointment to the commission; and
    - (B) No commissioner or immediate family member may, within the last eight years preceding appointment to the commission, have contributed five hundred dollars or more in one year to any candidate controlled committee, primarily formed committee, or general purpose committee, independent expenditures committee or other political action committee that has expended more than one thousand dollars in support or in opposition to the election campaign for any elective office of the County of Santa Barbara.
    - (C) No commissioner or immediate family member may, within the last eight years preceding appointment to the commission, have been a board member, officer, paid or volunteer staff of, or had a significant influence on the actions or decisions of a political committee required to register with the California Secretary of State, which expended funds in excess of five hundred dollars in support or opposition to a candidate for any elective office of the County of Santa Barbara, including member communications.
    - (D) The county board of supervisors may adjust the dollar amounts stated above by the cumulative change in the California Consumer Price Index, or its successor, in every year ending in zero.
- (e) An interested person meeting the qualifications specified in subsection (d) may submit an application to the [county elections official](#) to be considered for membership on the commission. The [county elections official](#) shall review the applications and eliminate applicants who do not meet the specified qualifications and post all applications online for public review.
- (1) From the pool of qualified applicants, the [county elections official shall select the forty-five most qualified applicants](#), taking into account the following criteria:
    - (A) Experience that demonstrates analytical skills relevant to the redistricting process and voting rights, and ability to comprehend and apply the applicable state and federal legal requirements.
    - (B) Experience that demonstrates an ability to be impartial.
    - (C) Experience that demonstrates an appreciation for the diverse demographics and geography of the County of Santa Barbara.

- (D) Nine applicants from each existing supervisorial district shall be included in the list of most qualified applicants, unless there are less than nine applicants from the district that meet the minimum qualifications set forth in subsection (d), in which case the total number of qualified applicants will constitute the pool.
- (f) The county elections official shall make public the names of the forty-five most qualified applicants for at least thirty days. The county elections official shall not communicate with a member of the board, staff member or an agent for a member of the board, about any matter related to the nomination process or applicants before the publication of the list of the forty-five most qualified applicants. During the period described in subsection (f), the county elections official may eliminate any of the previously selected applicants if the official becomes aware that the applicant does not meet the qualifications specified in subsection (d). After complying with the above requirements of this subsection (f), the county elections official shall create a subpool for each of the five existing supervisorial districts of the board comprised of qualified applicants residing in the district corresponding to the subpool to which they have been assigned.
- (g) At a regularly scheduled meeting of the board, the district attorney of the County of Santa Barbara shall conduct a random drawing to select one commissioner from each of the five subpools established by the county elections official.
- (h) (1) The five selected commissioners shall review the remaining names in the subpools of applicants and shall appoint six additional applicants to the commission. In order to be appointed, an applicant must receive the vote of at least four of the five selected commissioners.
- (2) Five of the additional applicants will be selected, one from each of the existing five subpools reflecting the five existing supervisorial districts, and one at large based on the criteria in subsection (3).
- (3) The six appointees shall be chosen based on relevant experience, analytical skills, and ability to be impartial, and to ensure that the commission reflects the county's diversity, including racial, ethnic, geographic, age and gender diversity. However, formulas or specific ratios shall not be applied for this purpose. The five commissioners shall also consider political party preference, selecting applicants so that the political party preferences of the members of the commission, as shown on the members' most recent affidavits of registration, shall be as proportional as possible to the percentage of voters who are registered with each political party in the County of Santa Barbara, as determined by registration at the most recent statewide election. However, the political party preferences of the commission members are not required to be exactly the same as the proportion of the political party preferences among the registered voters of the county. For this purpose, voters registered without stating a party preference or registered with any party that had a total registration of less than five percent in the county at the time of the last statewide election shall be considered unaffiliated. Unaffiliated members shall also be appointed to the commission in rough proportion to the percentage of unaffiliated registered voters at the time of the most recent statewide election.
- (4) The five initial commissioners shall interview finalists for appointment, allow public comment, and make the appointments during a public hearing.
- (i) A member of the commission shall not themselves do any of the following:
- (1) While serving on the commission, endorse, work for, volunteer for, or make a campaign contribution to, a candidate for any County elective office.
- (2) Be a candidate for an elective county office for ten years commencing with the date of his or her appointment to the commission.
- (3) For four years commencing with the date of his or her appointment to the commission:
- (A) Accept an appointment to any county office, board or commission.

- (B) Accept employment as a staff member of, or consultant to, an elected county official or candidate for county elective office.
  - (C) In their personal capacity, receive a noncompetitively bid contract with the county.
  - (D) Register as a lobbyist for the county.
- (j) (1) A commissioner shall be removed from the commission upon occurrence of any of the following:
  - (A) The commissioner fails to attend a majority of publicly noticed commission meetings held within any three-month period.
  - (B) It is determined upon the basis of information not provided in the commissioner's application to serve that the commissioner is not qualified under the provisions of subsection (4)(d), or that the commissioner has ceased to be qualified under the provisions of subdivisions (4)(d) or (4)(i) due to events or circumstances occurring after the filing of his or her application.
  - (C)
    - (1) The commissioner is convicted of: (i) a felony; (ii) any violation of state, local or federal election laws; (iii) any criminal violation of the Ralph M. Brown Act; (iv) bribery or any other crime involving violation of the public trust; (v) any crime involving moral turpitude. In the event that any commissioner is charged with any such crime, the commissioner shall be suspended from the commission until a determination of guilt or innocence on the relevant charges is made in the trial court. Termination from the commission shall occur automatically upon conviction of such crime by trial or plea, regardless of the pendency of any subsequent appeal.
    - (2) Any voter registered in the County of Santa Barbara may request that a commissioner be removed for any of the reasons stated in subsection (4)(j)(1) by submitting a written request for removal of the commissioner to the commission stating the grounds for removal. If the commissioner being charged contests the grounds for disqualification or otherwise refuses to resign, that matter shall be referred by the commission to the [elections officer](#) of the County of Santa Barbara for a determination. The [elections officer](#) shall consider all evidence submitted by the commissioner being charged, as well as any evidence received from the commission or any member of the public. The [elections official](#) shall make a determination within thirty days as to whether the commissioner shall be removed, or within no more than sixty days if the [elections official](#) determines that more than thirty days are required for investigation or production of additional evidence. The decision of the [elections official](#) shall be final and effective immediately, unless and until overturned by a court of competent jurisdiction.
    - (3) If any vacancy occurs on the commission by reason of the death, removal or resignation of any commissioner, the remaining members of the commission shall select a replacement commissioner [from the pool of most qualified applicants previously selected by the county elections officer](#), utilizing the criteria set forth in subsection (4)(h)(3). To the extent practical the replacement commissioner shall be selected to maintain the balance of district representation and political affiliations that existed prior to the vacancy.
    - (4) A commissioner will be considered to have resigned if they are no longer a resident of, or registered voter within in the County of Santa Barbara.
- (5) Operating Rules for Commission.
  - (a) A commission member shall apply this chapter in a manner that is impartial and that reinforces public confidence in the integrity of the redistricting process.
  - (b) The term of office of each member of the commission expires upon the appointment of the first member of the succeeding commission.



- (c) Seven members of the commission shall constitute a quorum. Seven or more affirmative votes shall be required for any official action.
  - (d)
    - (1) The commission shall not retain a consultant who would not be qualified as an applicant pursuant to subsection (4)(d).
    - (2) For purposes of this subdivision, "consultant" means a person, whether or not compensated, retained to advise the commission or a commission member regarding any aspect of the redistricting process.
  - (e) Each commission member shall be a designated employee for purposes of the conflict of interest code adopted by the County of Santa Barbara pursuant to Article 3 (commencing with Section 87300) of Chapter 7 of Title 9 of the Government Code.
  - (f) The commission is subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code and the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).
  - (g) The commission shall take steps to encourage county residents to participate in the redistricting public review process. These steps may include:
    - (1) Providing information through media, social media, and public service announcements.
    - (2) Coordinating with community organizations.
    - (3) Posting information on the Internet website of the County of Santa Barbara that explains the redistricting process and includes a notice of each public hearing and the procedures for testifying during a hearing or submitting written testimony directly to the commission.
    - (4) Encouraging interested citizens and community organizations to submit proposed maps for review and consideration by the commission.
  - (h) At each public meeting of the commission, each commission member shall clearly disclose the sources and summaries of any ex parte communications they have had concerning the redistricting process.
- (6) Rules for Establishing District Boundaries.
- (a) The commission shall establish single-member supervisorial districts for the board pursuant to a mapping process using the following criteria as set forth in the following order of priority:
    - (1) Districts shall comply with the United States Constitution and each district shall have a reasonably equal population with other districts for the board, except where deviation is required to comply with the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.) or allowable by law.
    - (2) Districts shall comply with the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.).
    - (3) Districts shall comply with the California Voting Rights Act of 2001 (Division 14; Chapter 1.5 Rights of Voters of the Election Code (commencing with Section 14025).
    - (4) Districts shall comply with California Election Code Section 21500, and in establishing the boundaries of the supervisorial district the commission shall give consideration to the following factors (a) topography, (b) geography, (c) cohesiveness, contiguity, integrity and compactness of territory, and (d) community of interests of the supervisorial districts.
    - (5) Districts shall be geographically contiguous.
    - (6) The geographic integrity of any city, local neighborhood, or local community of interest shall be respected in a manner that minimizes its division to the extent possible without violating the requirements of subsections (1) to (3), inclusive. A community of interest is a contiguous population that shares common social and economic interests that should be

included within a single district for purposes of its effective and fair representation. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.

- (7) To the extent practicable, and where this does not conflict with subsections (1) to (6), inclusive, districts shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant areas of population.
- (b) The place of residence of any incumbent or political candidate shall not be considered in the creation of a map. Districts shall not be drawn for purposes of favoring or discriminating against an incumbent, political candidate, or political party.
- (c) Before the commission draws a map, the commission shall conduct at least seven public hearings, allowing for public input on communities of interest and other matters that must be considered by the commission, and allow members of the public to present ideas and maps for consideration. These meetings are to take place over a period of no fewer than thirty days, with at least one public hearing held in each supervisorial district.
- (d) After the commission draws a draft map or alternative maps, the commission shall do both of the following:
  - (1) Post the map or alternative maps for public comment on the internet website of the County of Santa Barbara.
  - (2) Conduct at least seven public hearings to take place over a period of no fewer than thirty days. Notice of each public hearing shall be published in a newspaper or newspapers of general circulation in all areas of the county at least seven days prior to the hearing.
- (e) The commission shall establish and make available to the public a calendar of all public hearings described in subsection (2). Hearings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible.
- (f) The commission shall arrange for the live translation of a hearing held pursuant to this chapter in an applicable language if a request for translation is made at least twenty-four hours before the hearing.

For purposes of this paragraph, an "applicable language" means a language for which the number of residents of the County of Santa Barbara who are members of a language minority is greater than or equal to three percent of the total voting age residents of the county.
- (g) Each of the public meetings of the commission shall be video recorded and available to the public for review.
- (h) The commission shall adopt a redistricting plan adjusting the boundaries of the supervisorial districts and shall file the plan with the county [elections official](#) within six months after the final population figures determined in each decennial federal census have been reached, but in any event not later than the date required to comply with California Elections Code Section 23003, as may be amended. An affirmative vote of 7 commissioners shall be required to approve a redistricting plan.
- (i) In the event that there are not seven or more votes for affirmative approval of a plan, the redistricting plan shall be completed by a supervisorial redistricting commission in accordance with California Elections Code Sections 21501 and 21502, as may be amended, no later than December 31 of the year following the federal census. The supervisorial redistricting commission may consider a majority report, minority report or reports and any proposed maps prepared by the commission.
- (j) A plan approved by seven or more affirmative votes of the commission shall be effective thirty days after it is filed with the county [elections official](#). A final plan approved by the supervisorial redistricting commission shall be effective immediately.
- (k) The plan shall be subject to referendum in the same manner as ordinances.

- (l) The commission shall issue, with the final plan, a report that explains the basis on which the commission made its decisions in achieving compliance with the criteria described in subsections (a) and (b).
- (7) General Provisions.
  - (a) If any provision of this measure, or any part thereof, is for any reason held to be invalid or unconstitutional, the remaining provisions shall not be affected, but shall remain in full force and effect, and to this end the provisions of this measure are severable.
  - (b) This measure is intended to provide the sole and exclusive procedure for adjustment of supervisorial district boundaries in the County of Santa Barbara. In the event that any other measure concerning adjustment of supervisorial district boundaries appears on the same election ballot as this measure, all provisions of that measure shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of valid affirmative votes, the provisions of this measure shall prevail in their entirety and all provisions of the other measure or measures shall have no force or effect.

(Ord. No. 5051, § 1, 7-17-2018)

# Major Donor and Independent Expenditure Committee Campaign Statement

(Government Code Sections 84200-84216.5)

MAJOR DONOR AND INDEPENDENT EXPENDITURE  
COMMITTEE STATEMENT

Type or print in ink.

Date Stamp



☐ Amendment

Statement covers period

from 01/01/2019

through 06/30/2019

Date of election if applicable:  
(Month, Day, Year)

1/8

For Official Use Only

SEE INSTRUCTIONS ON REVERSE

## 1. Name and Address Of Filer

### NAME OF FILER

(Include name(s) of all affiliated entities whose contributions are included in this statement.)

SHEA HOMES AND AFFILIATED ENTITIES

MAILING ADDRESS

(NO. AND STREET)

CITY

STATE

ZIP CODE

WALNUT

CA

91789

RESPONSIBLE OFFICER

(If filer is other than an individual)

AREA CODE/DAYTIME PHONE

HILARY J. GIBSON

## 2. Nature and Interests of Filer (Complete each applicable section.)

☐ A FILER THAT IS AN INDIVIDUAL MUST LIST THE NAME, ADDRESS, AND BUSINESS INTERESTS OF EMPLOYER OR, IF SELF-EMPLOYED, THE NAME, ADDRESS, AND NATURE OF THE BUSINESS

NAME OF EMPLOYER/BUSINESS

BUSINESS INTERESTS

ADDRESS OF EMPLOYER/BUSINESS

☒ A FILER THAT IS A BUSINESS ENTITY MUST DESCRIBE THE BUSINESS ACTIVITY IN WHICH IT IS ENGAGED

HOME BUILDER

☐ A FILER THAT IS AN ASSOCIATION MUST PROVIDE A SPECIFIC DESCRIPTION OF ITS INTERESTS

☐ A FILER THAT IS NOT AN INDIVIDUAL, BUSINESS ENTITY, OR ASSOCIATION MUST DESCRIBE THE COMMON ECONOMIC INTEREST OF THE GROUP OR ENTITY

## 3. Summary

(Amounts may be rounded to whole dollars.)

- Expenditures and contributions (including loans) of \$100 or more made this period. (Part 5.) ..... \$ 37000.00
- Unitemized expenditures and contributions (including loans) under \$100 made this period..... \$ 0.00
- Total expenditures and contributions made this period. (Add Lines 1 + 2.) ..... **SUBTOTAL** \$ 37000.00
- Total expenditures and contributions made from prior statement. (Enter amount from Line 5 of last statement filed. If this is the first statement for the calendar year, enter zero.) ..... \$ 0.00
- Total expenditures and contributions (including loans) made since January 1 of the current calendar year. (Add Lines 3 + 4.) ..... **TOTAL** \$ 37000.00

## 4. Verification

I have used all reasonable diligence in preparing this statement. I have reviewed the statement and to the best of my knowledge the information contained herein is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 07/31/2019  
DATE

By HILARY J. GIBSON  
SIGNATURE OF INDIVIDUAL DONOR OR  
RESPONSIBLE OFFICER IF OTHER THAN AN INDIVIDUAL

# Major Donor and Independent Expenditure Committee Campaign Statement

INDEPENDENT EXPENDITURE COMMITTEE AND  
MAJOR DONOR COMMITTEE STATEMENT

Type or print in ink.  
Amounts may be rounded  
to whole dollars.

Statement covers period		FPPC Form 461
from	01/01/2019	
through	06/30/2019	2/8

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER

SHEA HOMES AND AFFILIATED ENTITIES

## 5. Contributions (Including Loans, Forgiveness of Loans, and Loan Guarantees) and Expenditures Made

(If more space is needed, use additional copies of this page for continuation sheets.)

DATE	NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	TYPE OF PAYMENT	DESCRIPTION OF PAYMENT (IF OTHER THAN MONETARY CONTRIBUTION OR LOAN)	CANDIDATE AND OFFICE, MEASURE AND JURISDICTION, OR COMMITTEE	AMOUNT THIS PERIOD	CUMULATIVE AMOUNT RELATIVE TO THIS CANDIDATE, MEASURE, OR COMMITTEE
02/28/2019	KRIS MURRAY FOR SUPERVISOR 2019  SANTA ANA CA 92704 ID: 1403412 Reference No: EXP2323	<input checked="" type="checkbox"/> Monetary Contribution <input type="checkbox"/> Loan <input type="checkbox"/> Non-Monetary Contribution <input type="checkbox"/> Independent Expenditure		KRIS MURRAY County Supervisor Other – ORANGE COUNTY ORANGE COUNTY NO: 3 <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose	500.00	Calendar Year \$ 500.00 Other \$
03/26/2019	BUILDING INDUSTRY ASSOCIATION OF SAN DIEGO COUNTY  SAN DIEGO CA 92123 ID: 790708 Reference No: EXP2324	<input checked="" type="checkbox"/> Monetary Contribution <input type="checkbox"/> Loan <input type="checkbox"/> Non-Monetary Contribution <input type="checkbox"/> Independent Expenditure	ORANGE COUNTY PAC	GENERAL PURPOSE COMMITTEE  NO: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose	7500.00	Calendar Year \$ 7500.00 Other \$
03/26/2019	LINCOLN CLUB OF SAN DIEGO COUNTY  SAN DIEGO CA 92119 ID: 831561 Reference No: EXP2325	<input checked="" type="checkbox"/> Monetary Contribution <input type="checkbox"/> Loan <input type="checkbox"/> Non-Monetary Contribution <input type="checkbox"/> Independent Expenditure		GENERAL PURPOSE COMMITTEE SAN DIEGO COUNTY NO: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose	2500.00	Calendar Year \$ 2500.00 Other \$
05/08/2019	PLANNING TODAY FOR SAN DIEGO'S FUTURE  LA MESA CA 91942 ID: 1417521 Reference No: EXP2329	<input checked="" type="checkbox"/> Monetary Contribution <input type="checkbox"/> Loan <input type="checkbox"/> Non-Monetary Contribution <input type="checkbox"/> Independent Expenditure		SAFEGUARD OUR SAN DIEGO COUNTRY SIDE SAN DIEGO COUNTY NO: <input type="checkbox"/> Support <input checked="" type="checkbox"/> Oppose	5000.00	Calendar Year \$ 5000.00 Other \$
<b>SUBTOTAL \$</b>						

FPPC Form 461 (8/99)

For Technical Assistance: 916/322-5660

# Major Donor and Independent Expenditure Committee Campaign Statement

Type or print in ink.  
Amounts may be rounded  
to whole dollars.

INDEPENDENT EXPENDITURE COMMITTEE AND  
MAJOR DONOR COMMITTEE STATEMENT

Statement covers period		<b>CALIFORNIA FORM 461</b>
from	01/01/2019	
through	06/30/2019	3/8

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER

SHEA HOMES AND AFFILIATED ENTITIES

## 5. Contributions (Including Loans, Forgiveness of Loans, and Loan Guarantees) and Expenditures Made

(If more space is needed, use additional copies of this page for continuation sheets.)

DATE	NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	TYPE OF PAYMENT	DESCRIPTION OF PAYMENT (IF OTHER THAN MONETARY CONTRIBUTION OR LOAN)	CANDIDATE AND OFFICE, MEASURE AND JURISDICTION, OR COMMITTEE	AMOUNT THIS PERIOD	CUMULATIVE AMOUNT RELATIVE TO THIS CANDIDATE, MEASURE, OR COMMITTEE
05/09/2019	TOM BORDONARO FOR ASSESSOR 2022  IRVINE CA 92618 ID: 1239931 Reference No: EXP2326	<input checked="" type="checkbox"/> Monetary Contribution <input type="checkbox"/> Loan <input type="checkbox"/> Non-Monetary Contribution <input type="checkbox"/> Independent Expenditure		TOM BORDONARO Assessor Other -- SAN LUIS OBISPO COUNTY SAN LUIS OBISPO COUNTY NO: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose	1000.00	Calendar Year \$ 1000.00 Other \$
05/17/2019	BOB NELSON FOR SUPERVISOR 2020  SACRAMENTO CA 95814 ID: 1414879 Reference No: EXP2327	<input checked="" type="checkbox"/> Monetary Contribution <input type="checkbox"/> Loan <input type="checkbox"/> Non-Monetary Contribution <input type="checkbox"/> Independent Expenditure		BOB NELSON County Supervisor Other -- SANTA BARBARA COUNTY SANTA BARBARA COUNTY NO: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose	1000.00	Calendar Year \$ 1000.00 Other \$
05/17/2019	DEBBIE ARNOLD FOR SUPERVISOR 2020  Santa Margarita CA 93453 ID: 1342399 Reference No: EXP2328	<input checked="" type="checkbox"/> Monetary Contribution <input type="checkbox"/> Loan <input type="checkbox"/> Non-Monetary Contribution <input type="checkbox"/> Independent Expenditure		DEBBIE ARNOLD County Supervisor Other -- SAN LUIS OBISPO COUNTY SAN LUIS OBISPO COUNTY NO: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose	1000.00	Calendar Year \$ 1000.00 Other \$
06/03/2019	BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA  IRVINE CA 92614 ID: 741733 Reference No: EXP2330	<input checked="" type="checkbox"/> Monetary Contribution <input type="checkbox"/> Loan <input type="checkbox"/> Non-Monetary Contribution <input type="checkbox"/> Independent Expenditure	GENERAL PURPOSE COMMITTEE	GENERAL PURPOSE COMMITTEE NO: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose	7500.00	Calendar Year \$ 7500.00 Other \$
SUBTOTAL \$						

FPPC Form 461 (8/99)

For Technical Assistance: 916/322-5660

# Major Donor and Independent Expenditure Committee Campaign Statement

Type or print in ink.  
Amounts may be rounded  
to whole dollars.

INDEPENDENT EXPENDITURE COMMITTEE AND  
MAJOR DONOR COMMITTEE STATEMENT

Statement covers period		CALIFORNIA 461
from	01/01/2019	
through	06/30/2019	4/8

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER

SHEA HOMES AND AFFILIATED ENTITIES

## 5. Contributions (Including Loans, Forgiveness of Loans, and Loan Guarantees) and Expenditures Made

(If more space is needed, use additional copies of this page for continuation sheets.)

DATE	NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	TYPE OF PAYMENT	DESCRIPTION OF PAYMENT (IF OTHER THAN MONETARY CONTRIBUTION OR LOAN)	CANDIDATE AND OFFICE, MEASURE AND JURISDICTION, OR COMMITTEE	AMOUNT THIS PERIOD	CUMULATIVE AMOUNT RELATIVE TO THIS CANDIDATE, MEASURE, OR COMMITTEE
06/17/2019	CALIFORNIA BUILDING INDUSTRY ASSOCIATION  SACRAMENTO CA 95814 ID: 890483 Reference No: EXP2331	<input checked="" type="checkbox"/> Monetary Contribution <input type="checkbox"/> Loan <input type="checkbox"/> Non-Monetary Contribution <input type="checkbox"/> Independent Expenditure		GENERAL PURPOSE COMMITTEE  NO: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose	10000.00	Calendar Year  \$ 10000.00 Other  \$
06/20/2019	JOHN PESCHONG FOR SUPERVISOR 2020  Sacramento CA 95814 ID: 1381329 Reference No: EXP2332	<input checked="" type="checkbox"/> Monetary Contribution <input type="checkbox"/> Loan <input type="checkbox"/> Non-Monetary Contribution <input type="checkbox"/> Independent Expenditure		JOHN PESCHONG County Supervisor Other -- SAN LUIS OBISPO COUNTY SAN LUIS OBISPO COUNTY NO: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose	1000.00	Calendar Year  \$ 1000.00 Other  \$

SUBTOTAL \$ 37000.00

FPPC From 461 (8/99)  
For Technical Assistance: 916/322-5660

**From:** [Ghizzoni, Michael](#)  
**To:** [CEO Redistricting RES](#)  
**Cc:** [Steve Churchwell](#); [Anderson, Nancy](#)  
**Subject:** RESPECTFULLY DECLINING YOUR INVITATION TO ATTEND TONIGHT'S MEETING  
**Date:** Monday, February 1, 2021 12:05:03 PM  
**Attachments:** [INDEPENDENT LEGAL COUNSEL.pdf](#)

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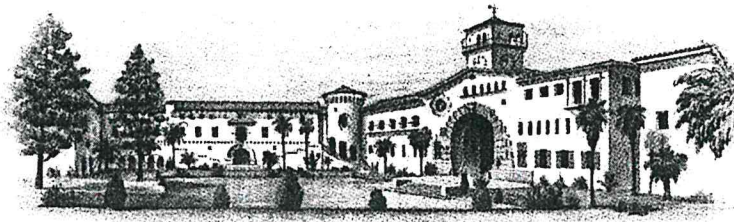
Chair Morris and Commissioners,

Please see the attached letter, which respectfully declines your invitation to attend tonight's meeting.

Michael C. Ghizzoni  
County Counsel  
County of Santa Barbara  
(805) 568-3377



# COUNTY OF SANTA BARBARA



Michael C. Ghizzoni  
County Counsel

105 E. Anapamu Street, Suite 201  
Santa Barbara, CA 93101  
Telephone: (805) 568-2950  
FAX: (805) 568-2982

## COUNTY COUNSEL

February 1, 2021

County of Santa Barbara Citizens' Independent Redistricting Commission  
c/o County Executive Office  
105 E. Anapamu St., Suite 406  
Santa Barbara, CA 93101

Via electronic mail: [redistricting@countyofsb.org](mailto:redistricting@countyofsb.org)

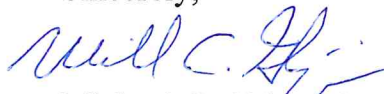
Dear Chair Morris and Commissioners:

County Counsel received an invitation today to attend tonight's meeting of the County of Santa Barbara Citizens' Independent Redistricting Commission (SBCIRC), to discuss the qualifications of one or more law firms that seek to serve as SBCIRC's Independent Legal Counsel.

California Government Code Section 26526 provides that County Counsel is the legal adviser of the Board of Supervisors. I therefore believe it would be inappropriate for any of our Office of County Counsel attorneys to advise SBCIRC on this matter. Although, no County Counsel attorney will attend tonight's SBCIRC meeting, SBCIRC's Interim Independent Legal Counsel Steve Churchwell is available to advise SBCIRC about this.

Thank you for your service with SBCIRC's important work. When SBCIRC completes its selection of Independent Legal Counsel, we will quickly support Assistant County Executive Officer Nancy Anderson in packaging a contract for action by the Board of Supervisors.

Sincerely,



Michael C. Ghizzoni  
County Counsel

Copy: Attorney Steve Churchwell  
Assistant County Executive Officer Nancy Anderson