

EXHIBIT A: SCOPE OF WORK
LEGAL SERVICES

1. Introduction

- A. The Law Offices of Gibson, Dunn & Crutcher (Contractor) shall provide legal services to the California Redistricting Commission (CRC) regarding matters related to finalized drawn boundaries by the CRC as authorized by laws of the State of California and the California Constitution.
- B. The Contractor and the Contractor's staff providing legal services under this Agreement shall have broad and extensive experience after admission to the California Bar, which shall include:
- (1) Interpretation and application of laws, court decisions and other authorities
 - (2) Preparation or assistance in the preparation of cases, opinions, briefs, and other legal documents such as memoranda, summaries, reports, litigation before boards, commissions, hearing officers, administrative law judges, trial or appellate courts
 - (3) Assembly and evaluation of evidence
 - (4) Securing and interviewing witnesses
 - (5) Attendance at hearings
 - (6) Performing a wide variety of legal research
 - (7) Providing advice or opinions on legal issues and legal effect of rules, regulations, proposed legislation, statutory law, court decisions, and administrative actions
 - (8) Participating in negotiations
- C. Contractor shall comply with the requirements of item 22 conflicts and impartiality for all staff paid through this agreement.
- D. CRC reserves the right to approve, in advance, the Contractor's legal staff prior to being assigned to this case and to deny the continuing assignment of any of the Contractor's staff performing services under this Agreement. If any staff of the Contractor is unable to perform due to illness, resignation or other factors beyond the Contractor's control, the Contractor shall immediately provide substitute personnel who are capable of providing services as described in this Agreement. The Commission's Chief Counsel will be assigned to this project and, along with other key Commission personnel, will be working with the Contractor as active participants to provide project continuity at the operating level. This assignment is to foster support for the project and enhance its chances for success.
- E. The Chief Counsel may designate in his discretion, and in collaboration with Litigation Counsel, an attorney of Litigation Counsel to have primary responsibility for each case on which legal services are requested. The case should be staffed effectively and economically. The designated attorney will be an attorney on staff in the law firm who has the requisite level of expertise to effectively manage the lawsuit. Depending upon the nature of the litigation, the attorney may be an associate, partner or senior partner. The assignment of the attorney to a matter requires prior discussion and agreement by the Commission's Legal Affairs Committee or the Chief Counsel.

- F. Litigation Counsel will strike a balance between the efficiency that a more experienced lawyer at the firm brings to a given task and the advantages of having the task performed by a junior lawyer or a paralegal. Litigation Counsel will avoid a duplication of effort within the firm. The assignment of multiple partners or associates on a case requires prior discussion and agreement by the Commission's Legal Affairs Committee or Chief Counsel. To achieve the best efficiency and value, the roles and responsibilities of the law firm staff members should be clearly defined and appropriate to each individual's qualifications, level of experience, and billing rate. Litigation Counsel will delegate work to subordinates wherever possible to achieve efficiency and cost-effectiveness without compromising quality. Litigation Counsel will confer with the Commission's Legal Affairs Committee or Chief Counsel with respect to the roles and responsibilities of the proposed members of the defense team before that selection is finalized.
- G. The Commission encourages and prefers the use of email as an alternative to the use of mail, fax, or other delivery services. Overnight mail, couriers, and other means of express mail delivery are to be avoided unless necessary and required.
- H. The Contractor shall report in writing any resignation or dismissal of key personnel (if any) who are an essential part of the successful operation of this Agreement. This Agreement may be immediately terminated by CRC if CRC determines, at its sole discretion, that the Contractor's loss of key personnel will result in the Contractor's inability to meet its obligations under this Agreement.
- I. The Contractor shall obtain CRC's written approval before retaining any consultant or expert witness to assist with any individual case assigned to Contractor.
- J. The Chief Counsel, in consultation with the Legal Affairs Committee, will designate which Litigation Counsel firm is responsible for particular CRC litigation issues. The Contractor shall work collaboratively and cooperatively with all CRC-designated or contracted counsel, consultants, or other professional service providers should the need arise to efficiently assist the CRC in its litigation efforts.
- K. Unless renewed by mutual consent of each party, this entire agreement shall expire on December 31, 2022.

2. Contractor Responsibilities

The Contractor's legal representation shall include, but not be limited to:

- A. Legal research and review of all documents and other evidentiary materials
- B. Investigative, secretarial, and clerical support services necessary to perform the legal representation in a professional manner
- C. Develop strategy and tactics in complex disputes or litigation
- D. Draft and file pleadings, discovery motions, dispositive motions, pre-trial and post-trial motions, and appellate briefs

- E. Prepare and attend all law and motion hearings, discovery proceedings, and hearings on orders to show cause, writs, trials, and administrative hearings
- F. Prepare and attend all settlement conferences and mediations
- G. Conduct and participate in trial proceedings
- H. Prepare for and attend all appellate proceedings

3. Case Plan and Updates

Within 30 days of service of any summons/complaint filed against the CRC, the Contractor shall prepare a strategic and analytical case plan. This plan will be provided to the CRC's Chief Counsel to provide initial understanding of the plan for litigating the case. The case plan shall be formatted as deemed appropriate by the Contractor and must contain the following information:

- A. Parties involved in case
- B. Plaintiff's allegations, claims, and damages
- C. Plan of defense
- D. Procedural history
- E. Analysis and liability risk, including investigation to date
- F. Litigation and discovery plan
- G. Determination of early resolution through settlement if possible

The initial case plan should be no more than 5 to 10 pages. The case plan will be sent to the CRC in letter form, addressed to the CRC Chief Counsel, and emailed to anthony.pane@crc.ca.gov using the following example as the subject line: "Jones v Smith, Case No. 16-1234 (N.D. Cal) – Case Plan / Update – Contract. During the life of a case, an updated or amended case plan shall be sent to the CRC's Chief Counsel. In other instances, a brief email update may suffice depending on the substantial nature of the update.

Trial or Appellate Argument Report: Unless otherwise agreed to with the CRC, at least sixty (60) days before the scheduled trial date or appellate argument, the Contractor, in coordination with the Chief Counsel, will submit a report detailing the issues, evaluating the opposition, the witnesses and the judge, summarizing the evidence to be submitted and providing an analysis of same, along with any other information requested by the CRC or the Legal Affairs Committee. It is understood that in some circumstances, it may not be possible to provide this information sixty (60) days prior to trial or appellate argument. In this case, the Contractor shall provide the report at the earliest possible time in advance of any trial or hearing.

Regardless of the type of communication, the following events shall trigger an update to the Chief Counsel:

- A. Motion to dismiss is denied
- B. Dispositive motion is denied
- C. Counsel is appointed or retained to represent the plaintiff
- D. If a trial is set
- E. Case is of a high-profile nature, concerns policy-related issues, calls for policy related injunctive relief, or if the case has a significant potential to affect CRC class-action litigation

- F. A member of the CRC executive staff is a named defendant
- G. Billable services in the case have exceeded \$20,000 since the last update
- H. When the case is appealed
- I. When case is closing

If any of the above events occur, the following shall be included in the case update:

- A. A synopsis of the procedural history, including identification of all dispositive motions planned, pending and/or completed. Specify whether all opportunities to file dispositive motions, including a motion for summary judgment, have been exhausted. If not, please explain.
- B. Identify CRC's expert(s) and give a synopsis of his/her opinion(s).
 - (1) In all cases, identify our expert(s) and provide that expert's opinion regarding liability, if any.
 - (2) In all cases, state whether plaintiff has retained an expert and his/her opinions, if available.

4. Settlement Request

- A. The Settlement request should be received by the CRC Chief Counsel at least four weeks prior to the date a decision is needed.
- B. Set forth date/time/place/address/department/Judge or Magistrate re: Mandatory Settlement Conference or mediation.
- C. Set forth each cause of action and specify which are alleged as to each defendant (identify non-CRC defendants and their counsel, if any).
 - (1) Provide a statement of the allegations and supporting facts
 - (2) Address the specific liability risk as to each defendant and cause of action and the pros/cons of settlement
 - (3) Set forth the amount of settlement authority the Contractor is recommending and how this figure was reached. Summarize any verdicts or settlements that Contractor reviewed in his/her assessment
 - (4) Discuss any policy considerations impacted by the case, including impact to current policies
 - (5) Include any additional significant factors or information that would affect settlement evaluation (i.e., credibility of parties and witnesses, admissible evidence plaintiff is prepared to present, venue, etc.)

The settlement request shall be sent to the CRC's Chief Counsel, and emailed to Anthony.pane@crc.ca.gov, using the following example as the subject line: "Jones v Smith, Case No. 16-1234 (N.D. Cal) – Settlement".

5. Litigation Budget Requests

The Litigation Budget Request includes an estimate of the hours and costs expected to relate to each task identified below. Contractor shall adhere to the Litigation Budget Request, as reviewed and approved by the Chief Counsel prior to Agreement award.

A. Case Assessment, Development and Administration

(To be submitted within 5 business days of assignment)

Tasks focus on the case as a whole, the “forest” rather than the “trees”. Strategy and general preparation rather than tactics.

B. Discovery

(To be submitted within 5 business days of assignment)

Tasks include all work pertaining to discovery according to court or agency rules.

C. Pre-Trial Pleadings and Motions

Tasks cover all pleadings and all pretrial motions and procedures other than discovery

D. Trial Preparation and Trial

Tasks commence when the attorney and client determine that trial is sufficiently likely and imminent so that the process of actually preparing for trial begins. Trial continues through the trial and post-trial proceedings.

E. Appeal

Includes all work on appeal or before a reviewing body.

6. Standard Conditions

A. CRC’s Rights

All final documents and pleadings developed in the performance of this Agreement become the property of CRC. CRC shall have unlimited rights, for the benefit of the CRC, to all such final documents and pleadings developed in the performance of this Agreement, including the right to use for any other purpose at no additional cost to CRC. For purposes of clarification, this section shall not apply to the Contractor’s files, which include, for example, Contractor administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyers’ work product (such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports and mental impressions prepared by the Contractor for internal use).

B. Notices

All notices shall be written and hand delivered or mailed by prepaid first-class postage, addressed to the CRC or Contractor using the contact information provided below.

The project representatives during the term of this agreement will be:

Citizens Redistricting Commission	Gibson, Dunn & Crutcher LLP
Anthony Pane, Chief Counsel Email: anthony.pane@crc.ca.gov Phone: 916-425-0572 Fax: 916-303-0356	Name: Kahn Scolnick Email: kscolnick@gibsondunn.com Phone: 213-229-7656 Fax: 213-229-6656

- C. As required by Section 6072 of the California Business & Professions Code, and referenced in contractor certification clauses Contractor shall provide pro bono legal services during each year of the contract.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

The Contractor shall assign the appropriate staff to each service required in the representation of CRC and/or its employees in the matter referenced in Paragraph 1.A. Contractor will utilize a standardized legal services invoice.

A. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, CRC agrees to compensate the Contractor for services at the rates specified in Exhibit B-1 Rate Sheet.

B. The Contractor shall submit invoice/statement each month, services are performed. For months that no services are provided, written notice shall be provided.

C. Invoices shall include a summary sheet, with cumulative total of invoice, the Agreement Number and Purchase Order Number. Invoice detail shall be listed on separate sheets. The Contractor will submit their invoices electronically to the email address listed in Paragraph 1.b.(1) below. The Contractor must use the name on the Agreement and the Agreement

Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the CRC's Legal Division and invoice number.

(1) To submit invoices for all Legal contracts, email to: Anthony.pane@crc.ca.gov

(2) Invoices submitted electronically must follow specific requirements

(a) Summary sheet with a roll-up with invoice totals. Supporting case invoice information to be submitted as a separate PDF attachment.

(b) E-mail may have multiple invoices attached as long as they are for the same vendor and contract number. If a vendor has multiple contracts, a separate email must be sent for each specific contract. c) Do not send hard copy of invoices if electronic version was submitted.

D. Invoices that have travel expense receipts as part of the invoice cannot be electronically sent and must be sent hard copy. Original travel receipts are needed in order to be processed by the State Controller's Office. Original invoice and original travel expense claim receipts should be sent not more frequently than monthly in arrears to:

California Redistricting Commission (CRC)
Legal Affairs Division
Invoicing Unit
721 Capitol Mall, Room 260
Sacramento, CA 95814

- E. The Contractor shall notify the CRC's Chief Counsel once billings have reached 25%, per fiscal year, of the total dollar amount of the approved contract.
- F. The Contractor shall respond to the CRC staff requests for status of invoices, budgets, and related matters within 5 business days of receiving the request.
- G. Invoices not submitted within 30 days of services and without reason, may be subject to possible non-payment or delay due to State budgetary constraints.
- I. CRC shall not pay for unnecessary intra-office conferences between the Contractor's employees.
- J. The Contractor represents that it has a document management and coding system sufficient for legal representation of CRC and/or its employees in the matter referenced in Paragraph 1.A. Costs to maintain or upgrade that system are not reimbursable under this Agreement.
- K. Scheduling of meetings and depositions by attorneys and/or legal assistants may, in some instances, be compensable where sufficient justification is provided in the billings (e.g., where such scheduling could not be handled by personnel lacking professional knowledge and judgment related to the case). CRC reserves the right to decline payment for such billings if it determines the Contractor did not provide sufficient justification.

2. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or

otherwise, shall create any contractual relation between CRC and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder.

5. Travel and Per Diem Expenses

- A. Travel Mileage, parking and subsistence costs must have prior approval by the Commission or its representative pursuant to current State per diem rules. These expenses must follow the guidelines listed below:
- (1) Mileage up to the current State rate may be paid if over 50 one-way miles are traveled from the Contractor's residence, and if agreed to by the Commission prior to travel date and time.
 - (2) Parking fees, only if accompanied by a receipt, will be paid if agreed to by the Commission prior to travel date and time.
 - (3) Lodging and meal costs up to the current State reimbursement rates (only if accompanied by a receipt) will be paid if agreed to by the Commission prior to travel date and time.
 - (4) All of the above noted costs will be paid on a reimbursement basis. No travel expenses will be paid prior to the actual date and time of travel.
 - (5) Transportation and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources rules. California Department of Human Resources rates for reimbursement can be found at: <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>.
- B. Travel and per diem expenses will be billed monthly in arrears. Amounts exceeding current state reimbursement rates may be authorized only with prior written approval consistent with California Department Human Resources (CALHR) policies and procedures for excess reimbursement rates.

Exhibit B-1 Rate Sheet

1. Compensation

- A. CRC shall compensate the Contractor for actual hours of service performed at the rate as follows:

		Hourly Rate
Ted Boutrous, Partner		\$ 1,625.00
Matt Kahn, Partner		\$ 1,325.00
Kahn A. Scolnick, Partner		\$ 1,235.00
Perlette Jura, Partner		\$1,325.00
Tiaunia Henry, Associate		\$ 995.00
Daniel Adler, Associate		\$ 965.00
Ryan Azad, Associate		\$ 845.00
Emily Sauer, Associate		\$ 775.00
Paralegal		\$ 395.00 to \$595.00

Application dates have been excluded since exhibit A .1. K will cover

As required by Public Contract Code section 10371 and the State Contracting Manual (SCM) 3.02, 3.02.1 the contractor shall attach as exhibits to the contract the resumes of the primary persons performing contract work. The contractor shall provide résumés for all staffing changes. Contractor shall comply with the requirements of Exhibit D Item 23 “Conflicts and Impartiality” for all staff providing him working on this contract.

Secretarial and other staff (excluding research and electronic discovery specialist) time expended for work under this Agreement shall not be payable by the CRC.

- (1) Attorney Fees: CRC agrees to pay attorney fees for the professional services provided by lead counsel and support attorneys in the representation of CRC and/or its employees as set forth in Exhibit A of this Agreement.
 - (2) Fees for Use of Paralegals: The Contractor will train and make efficient use of its paralegals to perform legal support services under the direction of the lead counsel. CRC agrees to pay the Contractor for approved professional services by qualified paralegals for enumerated services performed in support of the lead counsel as set forth in Exhibit A of this Agreement.
- B. CRC shall reimburse the Contractor for its actual out-of-pocket expenses directly related to the performance of this Agreement as described below in Paragraphs 1.b.1. and 1.b.2. The Contractor shall not charge CRC the cost of advancing funds for these expenses. All reimbursable expenses shall be supported by documentation at the time of billing. CRC reserves the right to reject any expenses it deems in its sole discretion as not reasonable and/or not directly related to the performance of this Agreement.
- (1) Reimbursable ordinary expenses shall include, but not be limited to: (a) Postage; (b) Messenger service. The Contractor shall make reasonable efforts to use less costly forms of delivery such as the U.S. mail, electronic delivery, etc., before electing to use a messenger service; (c) Process service; (d) In-house document reproduction at the cost

of \$.10 per page. The billing statement shall contain a general description of the documents, the purpose for reproducing those documents and the total number of copies made. Any document reproduction the Contractor deems necessary that will result in a cost to CRC in excess of \$.10 per page requires prior written approval from CRC. (e) Long-distance telephone charges as they appear on the Contractor's telephone bill.

(2) Reimbursable extraordinary expenses shall include charges for which Contractor must obtain CRC's prior written approval. Such expenses shall include, but are not limited to:

- (a) Consultants.
- (b) Expert witnesses.
- (c) Investigative services.

(3) Non-reimbursable fees/expenses shall include, but are not limited to:

- (a) The increase in any billing resulting from the Contractor charging an hourly rate which exceeds that set forth in this Agreement or subsequent amendments.
- (b) Charges that are duplicative, ambiguous, excessive or otherwise inconsistent with the allowable fees and expenses as set forth in Exhibit A and Exhibit B.1 of this Agreement
- (c) Charges for time spent preparing budgets, billings, or providing necessary information for State audits, billing inquiries, or contract requirements.
- (d) Charges for work performed which was not authorized by CRC.

**EXHIBIT C:
GENERAL TERMS AND CONDITIONS**

**Exhibit D
Special Terms and Conditions**

1. Contract Disputes

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services; provided, however, that that Contractor will be permitted to terminate the Agreement and/or withdraw from its representation of CRC for any reason permitted by California State Bar Rules of Professional Conduct (<https://www.calbar.ca.gov/Attorneys/Conduct-Discipline/Rules/Rules-of-Professional-Conduct/Current-Rules>). Contractor's failure to diligently proceed in accordance with these terms shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California.

A. Final Payment

Absent any reservation of rights or objection, which shall be provided in writing, the acceptance by Contractor of final payment shall release the California Redistricting Commission (CRC) from all claims, demands and liability to Contractor for everything done or furnished in connection with this work and from every act and neglect of CRC relating to or arising out of this work, except for any claim previously accepted and/or in process of resolution and any claims or liabilities arising out of CRC's alleged negligence or misconduct.

B. Informal Appeal

Contractor and the program or institution contract liaison, or other designated CRC employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought. Informal discussion(s) between Contractor and contract liaison, or the designated CRC employee, shall be written, dated, and signed by the authors.

The program or institution contract liaison shall issue an informal written statement to Contractor regarding the dispute within thirty (30) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or (2) document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement

and the discussion(s) on which it is based shall be forwarded immediately to the Business Services Division for inclusion in the Agreement file.

C. Formal Appeal

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file with the Executive Director, CRC, and a formal written appeal within thirty (30) calendar days of the date of CRC's informal written decision. The formal written appeal shall be addressed as follows:

(SUBJECT)

Executive Director
California Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for Contractor's claim or dispute, and Contractor's legal, technical and/or other authority upon which Contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CRC is responsible.

If Contractor is a corporation, the written certification shall be signed by an officer thereof. If Contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Executive Director, CRC, shall issue a formal written decision on behalf of CRC within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CRC's final written decision may be extended.

2. Right to Terminate

The CRC reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if the CRC should substantially fail to perform its responsibilities as provided herein.

Additionally, the CRC reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. The CRC may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, the CRC would receive a better rate for the same service.

However, the CRC can immediately terminate this Agreement for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the CRC’s notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or CRC’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority. Additionally, this Agreement may be suspended or cancelled by Contractor if in accordance with the California State Bar Rules of Professional Conduct.

3. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor’s Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of relevant contracts, the State may issue a Suspension of Work Notice (Notice) which may negatively impact the CRC. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the CRC will be issued to the Contractor to resume work.

5. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CRC’s operation, which are designated confidential by the CRC and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor’s data and information are deemed by the CRC to be adequate for the protection of the CRC’s confidential information, such methods and procedures may be used with the written consent of the CRC. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor’s possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the CRC) in violation of any state or federal law. Contractor by acceptance of this Agreement is subject to all the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of individual personal and confidential information.

6. Liability for Loss and Damages

Any damages by the Contractor to the CRC's facility including equipment, furniture, materials or other CRC property, will be repaired or replaced by the Contractor to the satisfaction of the CRC at no cost to the CRC. The CRC may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor, via the CRC, under this Agreement.

7. Computer Software Management Memo

Contractor certifies that it has appropriate systems and controls in place to ensure that funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

8. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

9. Liability for Nonconforming Work

All work provided by the Contractor shall conform to the latest requirement of federal, state, city and county regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement. The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CRC, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CRC for any additional expenses incurred to cure such defects.

10. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify CRC, Contracts Division in writing within ten (10) working days of any changes to the subcontractor and/or consultant information. For the avoidance of doubt, CRC acknowledges that Contractor utilizes RR Donnelley for word processing and proofreading services.

11. Contract Violations

The Contractor acknowledges that any violation of Chapter 2 or any other chaptered provision of the Public Contract Code (PCC) is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

12. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the CRC, during the period of the Contractor's inability to

perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

13. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

14. Tax

The CRC and Contractor will each bear their own respective federal, state and local tax liabilities arising from this Agreement. It is expressly understood that neither the CRC nor the Contractor will assign, shift, pass on or otherwise assume the tax liabilities of the other party.

15. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CRC with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the CRC may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

16. Darfur Contracting Act

Effective January 1, 2009, CRC generally cannot contract with "scrutinized" companies that do business in the African nation of Sudan, as described in Public Contract Code Sections 10475-10478. A company that currently has (or within the previous three years has had) business activities or other operations outside of the United States must certify that it is not a "scrutinized" company when it submits a bid or proposal to CRC. A scrutinized company may still submit a bid or proposal for a contract with CRC if the company first obtains permission from the DGS.

17. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. regarding conflicts of interest. Contractor shall abide by all provisions of the California State Bar Rules of Professional Responsibility. No part of this legal services agreement shall be interpreted as a waiver to the above referenced requirements.

a. Contractors and Their Employees

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so, requested by CRC or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

1. The Agreement service has been identified by CRC as one where there is a greater likelihood that a conflict of interest may occur;
2. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
3. The Contractor and/or Contractor's employee(s) serves in a staff capacity with CRC and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CRC that would otherwise be performed by an individual holding a position specified in CRC's Conflict of Interest Code.

b. Current State Employees

1. No CRC officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No CRC officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
3. In addition to the above, CRC officials and employees shall also avoid actions resulting in or creating an appearance of:
 - a. Using an official position for private gain;
 - b. Giving preferential treatment to any particular person;
 - c. Losing independence or impartiality;
 - d. Making a decision outside of official channels; and
 - e. Affecting adversely the confidence of the public or local officials in the integrity of the program.
4. Officers and employees of the CRC must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

1. For the two-year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

2. For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

The Contractor shall have a continuing duty to disclose to the CRC, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the CRC timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

18. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this Agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to CRC, for all of its employees who will be engaged in the performance of this Agreement. Such coverage will be a condition of CRC's obligation to pay for services provided under this Agreement.

Prior to approval of this Agreement and before performing any work, Contractor shall furnish to the CRC evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled at any time during the term of this Agreement, Contractor agrees to give at least thirty (30) days prior notice to CRC before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the Agreement or for a period of not less than one year. The CRC reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the CRC reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the CRC, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this Agreement.

19. Insurance Requirements

Insurance as required herein shall be a condition of the CRC's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the CRC evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the CRC conveys no rights or privileges to the CRC, nor does it insure any CRC employee or ensure any premises owned, leased, used by or otherwise or under the control of the CRC. It does, however, serve to provide the CRC with proof that the Contractor and any subcontractor are insured at the minimum levels required by the CRC.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the CRC within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year.

The CRC and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage at all times as required, the CRC reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

Commercial General Liability - Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions: The California Redistricting Commission must be named as the "Certificate Holder" and list the following:

State of California
California Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814

The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California, under the contract (SCM 7.40).

Auto Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with

California Vehicle Code Sections 16450 to 16457, inclusive. The CRC reserves the right to request proof at any time.

Non-Medical Professional Liability- Contractor and any subcontractors shall maintain Professional Liability Insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 in the aggregate, including coverage for any errors and omissions caused by negligence in the performance of duties under this Agreement.

19. Disabled Veteran Business Enterprise (DVBE)

If this Agreement is exempt from DVBE requirements, CRC requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.

20. Evaluation of Contractor

As provided by California Public Contract Code section 10367 et seq. the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement within sixty (60) days following the term end date. The evaluation shall be prepared on the standard DGS Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file for three (3) years. If Contractor's performance was unsatisfactory, a copy of the evaluation shall be sent to the Department of General Services, Office of Legal Services, within five (5) days, and to the Contractor within fifteen (15) days, following completion of the evaluation.

21. Consultant Contractor's Rights and Obligations

The CRC hereby notifies the Contractor of his or her duties, obligations and rights, which are contained in Public Contract Code Sections 10335 through 10381.

22. Legal Agreements

The contractor shall abide by the requirements of Public Contract Code Section 10353.5 including the following:

- a. Agree to adhere to legal cost and billing guidelines designated by the CRC.
- b. Adhere to litigation plans designated by the CRC.
- c. Adhere to case phasing of activities designated by the CRC.
- d. Submit and adhere to legal budgets as designated by the CRC.
- e. Maintain legal malpractice insurance in an amount not less than the amount designated by the CRC.
- f. Submit to legal bill audits and law firm audits if requested by the CRC. The audits may be conducted by employees and designees of the CRC or by any legal cost control providers retained by the CRC for that purpose.
- g. Submit to a legal cost and utilization review, as determined by the CRC.

23. CONFLICT AND IMPARTIALITY

The attorneys assigned to represent the Commission shall not, during the course of the representation: (1) make available any work product relating to the representation or (2) receive information about redistricting from or discuss the substance of their work on behalf of the Commission, with either (1) any attorney in the firm who is engaged in lobbying involving redistricting issues or (2) any member of the Contractor's Political Contributions Committee.

Signed on behalf of Gibson, Dunn & Crutcher, LLP DATE

CONFLICT AND IMPARTIALITY STATEMENT (from RFI)

Contractor will disclose any financial, business, professional, lobbying or other relationship that presents a potential conflict as described in California Government Code Section 8252, as well as any litigation matter in which the applicant is adverse to any entity of California state government.

a. Compliance with Government Code Section 8252

With respect to the attorneys working with this representation, any financial, business, professional, lobbying or other relationship that presents a potential conflict as described in California Government Code Section 8252 will be disclosed.

In addition: (1) any lobbying work the firm has performed in California during the past 10 years will be identified; and (2) any political contributions, including contributions made by a firm political action committee, to candidates as described in California Government Code Section 8252, during the past ten years will be identified.

Any work relating to Redistricting or other work for current or prior clients during the past 10 years, even if such work has concluded, that could present the appearance of a conflict in connection with the representation of the Commission in connection with the defense of its maps will be identified. For example, if the attorney or law firm either presently, or has in the past represented a political party or an interest group funded by or working on behalf of a political party, such work must be disclosed and the implications of the current or prior representation for this assignment must be described.

Additional staff assignments after the award of this contract occur, the personnel must be approved individually by the Commission. Prior to the date of additional assignment, the law firm or entity must submit a resume and certification of non-conflict for preliminary review and approval by the Commission's legal staff and/or Executive Director and current Chairperson and Vice-Chairperson. The individual may be cleared to work on behalf of the Commission until final approval. Final approval must be

obtained by a “super majority” vote of the full Commission at the next Commission business meeting.

b Other Conflicts

In addition to compliance with Government Code Section 8252, the attorney or law firm must comply with the rules as set forth in the California State Bar Rules of Professional Conduct.

Please identify any matter in which the attorney or firm is presently adverse to the State of California.

In addition, identify any work previously provided by the attorney or law firm on behalf of any potential adverse party or witness, to the extent known.

Finally, for all attorneys expected to work in connection with this representation, please disclose any active volunteering for, consulting for, or service as paid staff for any candidate for public office or any public office holder for the past 10 years. If retained by the Commission, all attorneys will be expected, for the duration of the representation, to continue such disclosures, as well as to refrain from such activities for any candidate or officeholder in a jurisdiction under the Commission's purview.

Signed on behalf of Gibson, Dunn & Crutcher, LLP DATE

GOVERNMENT CODE
SECTION 8252 (2) (A-B)

8252. Citizens Redistricting Commission Selection Process.

(2) (A) Within the 10 years immediately preceding the date of application, neither the applicant, nor a member of his or her immediate family, may have done any of the following:

- (i) Been appointed to, elected to, or have been a candidate for federal or state office.
- (ii) Served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective federal or state office.
- (iii) Served as an elected or appointed member of a political party central committee.
- (iv) Been a registered federal, state, or local lobbyist.
- (v) Served as paid congressional, legislative, or Board of Equalization staff.
- (vi) Contributed two thousand dollars (\$2,000) or more to any congressional, state, or local candidate for elective public office in any year, which shall be adjusted every 10 years by the cumulative change in the California Consumer Price Index, or its successor.

(B) Staff and consultants to, persons under a contract with, and any person with an immediate family relationship with the Governor, a Member of the Legislature, a member of Congress, or a member of the State Board of Equalization, are not eligible to serve as commission members. As used in this subdivision, a member of a person's "immediate family" is one with whom the person has a bona fide relationship established through blood or legal relation, including parents, children, siblings, and in-laws.