

**RESOLUTION NO. 2012-007**

Adopted by

Oversight Board for  
Redevelopment Agency Successor Agency

June 4, 2012

**APPROVING CONTRACT WITH THE PIONEER GROUP, LLP  
FOR LEGAL SERVICES FOR OVERSIGHT BOARD FOR FY2012/13**

**BACKGROUND:**

- A. On April 16, 2012, the Oversight Board established an Ad Hoc Committee to review the Request for Qualifications for Legal Services for the Oversight Board (RFQ) and the proposal submittals.
- B. On April 25, 2012, the RFQ was sent to 15 law firms and attorneys. On May 11, 2012, five proposals were received and were reviewed by the Ad Hoc Committee. On May 24, 2012, representatives from three law firms were interviewed by the Ad Hoc Committee.
- C. The Ad Hoc Committee recommends that the Oversight Board approve a Legal Services Contract for FY2012/13 with The Pioneer Group, LLP

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE OVERSIGHT BOARD FOR REDEVELOPMENT AGENCY SUCCESSOR AGENCY RESOLVES AS FOLLOWS:**


Section 1. The Chair of the Oversight Board is authorized to execute the Contract for Legal Services for Oversight Board with The Pioneer Group, LLP in the form attached as Exhibit A.

Table of Contents

Exhibit A - Contract for Legal Services for Oversight Board

Adopted by the Oversight Board for Redevelopment Agency Successor Agency on June 4, 2012 by the following vote:

Yes: Jay Schenirer, Dave Tamayo, and Troy Givans. Richard Rich, Tammy Sanchez and John Sharpe  
Absent: LaShelle Dozier

  
Chair Jay Schenirer

Attest:



 Shirley Concolino, Redevelopment Agency Successor Agency Clerk

**OVERSIGHT BOARD  
LEGAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Sacramento, California, as of June 4, 2012 by and between the **OVERSIGHT BOARD** for the City of Sacramento acting as the REDEVELOPMENT AGENCY SUCCESSOR AGENCY (the "BOARD") and

***The Pioneer Law Group, LLP  
431 I Street, Suite 201  
Sacramento CA 95814***

(the "ATTORNEY"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, ATTORNEY shall provide to BOARD the services described in Exhibit A. ATTORNEY shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) ATTORNEY notifies BOARD and BOARD agrees that such services are outside the scope of Exhibit A; (b) ATTORNEY estimates the additional compensation required for these additional services; and (c) BOARD, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.
2. **Fees and Costs.** BOARD shall compensate ATTORNEY for legal services rendered at the hourly billing rates set forth in Exhibit B.
3. **General Provisions.** The General Provisions set forth in Exhibit C are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by ATTORNEY and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
4. **BOARD Representative.** The BOARD Representative(s) specified in Exhibit A, or the Representative's designee, shall administer this Agreement for BOARD.
5. **Authority.** The person signing this Agreement for ATTORNEY hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of ATTORNEY and to bind ATTORNEY to the performance of its obligations hereunder.
6. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

[remainder of page left intentionally blank]

Executed as of the day and year first above stated.

**OVERSIGHT BOARD:**

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

Print name: Jay Schenirer

Title: Board Chair

**ATTEST:**

\_\_\_\_\_  
Board Clerk

**Attachments**

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - General Provisions

**ATTORNEY:**

\_\_\_\_\_  
Federal I.D. No.

\_\_\_\_\_  
State I.D. No.

\_\_\_\_\_  
Sacramento Business Op. Tax Cert. No.

**TYPE OF BUSINESS ENTITY (*check one*):**

- \_\_\_\_\_ Individual/Sole Proprietor
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Limited Liability Company
- \_\_\_\_\_ Other (*please specify:* \_\_\_\_\_)

\_\_\_\_\_  
**Signature of Authorized Person**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Additional Signature (*if required*)

\_\_\_\_\_  
Title

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. Representatives.**

The BOARD Representative(s) for this Agreement is:

*Jay Schenirer, Chair  
New City Hall  
915 I Street, 5<sup>th</sup> Floor  
Sacramento CA 95814  
(916) 808-7005  
jschenirer@cityofsacramento.org*

All ATTORNEY questions pertaining to this Agreement shall be referred to the BOARD Representative or the Representative's designee.

The ATTORNEY Representative for this Agreement is:

*Jeffrey K. Dorso  
The Pioneer Law Group, LLP  
431 I Street, Suite 201  
Sacramento CA 95814  
(916) 496-8500  
jeffrey@pioneerlawgroup.net*

All BOARD questions pertaining to this Agreement shall be referred to the ATTORNEY Representative. All correspondence to ATTORNEY shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to BOARD, and Notices to BOARD shall be addressed to the BOARD Representative.

- 2. Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
- 3. Time of Performance.** This Agreement shall become effective on the date that it is approved by both parties, and shall continue in effect until June 30, 2013, unless sooner terminated as provided in Exhibit C or extended under the terms of an amendment or supplement to this Agreement.
- 4. Reporting for Advisory Matters.** Within 10 days of any request by the BOARD representative identified above, ATTORNEY shall provide BOARD with a status report on the progress of the representation.

**5. Reporting for Litigation Matters.**

- A. ATTORNEY shall provide BOARD with a preliminary status report and evaluation within thirty (30) days of any lawsuit filed against the BOARD, which status report shall include an evaluation of the merits of the litigation. In this preliminary report, ATTORNEY shall will also make recommendations for discovery and any needed investigation, and provide an estimate of total anticipated legal costs and fees for the handling of this matter, as described in Exhibit B, paragraph four.
- B. ATTORNEY shall provide to the BOARD Representative an electronic version of all pleadings, motions, and discovery documents filed or propounded by ATTORNEY in this case in a Microsoft Word format.
- C. In the event that ATTORNEY's handling of the above-designated matter exceeds a period of twelve (12) months, ATTORNEY shall, in addition to providing regular status reports to BOARD, also report directly to the BOARD Representative no later than April 1 of each year, setting forth in detail the status of the matter, and ATTORNEY's plan for further handling of the matter, and the estimated length of time to conclude the matter.

## **Attachment 1 to Exhibit A**

### **SCOPE OF SERVICES**

#### Advisory Matters

1. Attend RASA staff coordination meetings and meetings with BOARD Chair on an as-needed basis.
2. Review final RASA staff reports and agendas for compliance with the Brown Act.
3. Attend BOARD meetings and serve a BOARD Legal Counsel.
4. Provide advice to BOARD members regarding Conflicts of Interest.
5. Review correspondence from the State Department of Finance, the State Controller and the County Auditor-Controller and advise the Board regarding compliance and options.
6. Reviewing AB 1X 26 related legislation and advise the Board regarding any changes to its legal authority and responsibilities.
7. Meet with stakeholder groups and state agencies regarding enforceable obligation disputes.

#### Litigation Matters

Represent the BOARD in any legal proceeding with regard to either challenges to the actions of the BOARD where the complainant names the Board, or when the BOARD authorizes the filing of a lawsuit to implement its statutory duties and fiduciary responsibilities.

## EXHIBIT B

### FEE SCHEDULE/MANNER OF PAYMENT

1. **ATTORNEY's Compensation.** BOARD shall compensate ATTORNEY for legal services rendered by attorneys at an hourly billing rate of \$350 per hour, to be billed in tenths of an hour. All office, travel, discovery, hearing, trial or other time shall be charged at this rate. BOARD shall compensate ATTORNEY for paralegal services rendered at an hourly billing rate of \$100 per hour, to be billed in tenths of an hour. BOARD shall not be charged for services that are strictly of a clerical, administrative or secretarial nature, such as scheduling, calendaring or word processing. The total of all fees paid to ATTORNEY for the performance of all Services set forth in Exhibit A, and for all authorized Reimbursable Expenses, shall not exceed the total sum of One Hundred Thousand Dollars (\$100,000). Such compensation shall be the sole and total remuneration for the rendition of Services under this Agreement.
2. **ATTORNEY's Reimbursable Expenses.** BOARD shall reimburse ATTORNEY for the actual, reasonable and necessary expense of travel out of the Sacramento metropolitan area, approved in advance, at \$0.43 per mile. ATTORNEY will not charge BOARD for the cost of telephone calls or photocopying. Litigation costs and expenses for statutory fees, witness fees, reporters' per diem and stenographic transcriptions, jury fees, and the expenses of serving process shall be advanced by ATTORNEY and reimbursed by BOARD as Reimbursable Expenses. Expert consultants and witnesses may be retained by ATTORNEY on terms acceptable to BOARD, approved in advance, in which case BOARD shall reimburse ATTORNEY or pay such consultants or experts directly.
3. **Billing.**
  - A. Legal billings shall be submitted to BOARD every sixty (60) days unless otherwise advised. The legal billings shall be sent to the Attorney for the Redevelopment Agency Successor Agency ("RASA"), unless the matter involves litigation where the BOARD is adverse to RASA.
  - B. Each task shall be distinctly and completely identified; the BOARD will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.
  - C. BOARD reserves the right to audit all invoices.
  - D. Payments to ATTORNEY shall be made within a reasonable time after receipt of ATTORNEY's invoice, generally within thirty (30) days. ATTORNEY shall be responsible for supplying all documentation necessary to verify the monthly billings to the satisfaction of BOARD.
  - E. In addition to the provisions stated elsewhere in this Agreement regarding the payment of fees, billing and budgeting, the following guidelines for billing apply:
    - (1) BOARD expects each individual working on the matter for which ATTORNEY was retained to have the necessary experience to perform the services required to protect or pursue BOARD'S interests in the matter in a cost effective manner.
    - (2) BOARD expects ATTORNEY to select the individual most suitable for the task required and the specific needs of the matter, and to use the maximum efficiencies available. Billings for services performed by the inappropriate level of personnel will be reduced by the BOARD based on rate adjustments for the appropriate level of personnel.
    - (3) BOARD will not pay for unnecessary review of texts, codes, rules of court, or other fundamental references. BOARD will pay the hourly rate for specific legal research which is unique to the matter, assuming that ATTORNEY has used maximum efficiencies and that ATTORNEY has not already performed research in the same or similar areas of law.

(4) BOARD acknowledges the benefit of communications between attorneys in the firm. BOARD does, however, expect that intra-office conferences will only be held as needed, and will be kept to a minimum. Intra-office conferences shall be for the purpose of discussing strategy and legal issues which directly further the matter. BOARD will not pay for conferences which are supervisory or instructional. Any invoice which lists an intra-office conference that exceeds these guidelines must contain a full explanation and is subject to reduction by BOARD. BOARD will not pay for "team meetings" and BOARD will scrutinize all intra-office conferences for "value added" to the matter by the conference, for the number of individuals attending the conference, the length of the conference, the subjects discussed at the conference and who participated in it, and will, in BOARD'S sole discretion, determine if such value has been added.

(5) BOARD will not pay for local telephone calls, incoming facsimiles, postage, time spent on filing, calendaring, indexing pleadings, photocopying, conferences with clerks of court or court reporters, proofreading, re-drafting due to substandard work, time billed by summer interns or associates, time for more than one individual to attend a trial, hearing, court appearance, arbitration, mediation, deposition, third party meeting, conference call or similar event, unless otherwise approved by BOARD in advance, or opening, organizing or closing files.

(6) Vague billing which does not contain sufficient information to allow BOARD's reviewer of the invoice to determine the nature of the task, the reason for the task, and the individual performing the task is subject to reduction by BOARD.

(7) BOARD will not reimburse for overtime, word processing, supplies, anything identified on an invoice as "miscellaneous," or any other unidentified charges.

#### **4. Budget.**

- A. Within ten (10) days for the assignment of a litigation matter, ATTORNEY shall provide BOARD with a proposed budget for the services to be rendered pursuant to this Agreement. The budget shall include all projected fees and costs to be incurred by ATTORNEY and necessary for completion of the services necessary to conclude the representation. The budget shall be a good faith estimate and shall be as complete and detailed as possible, including such things as discovery and motions for trial, preparation of documents for transactional services, and anticipated research and investigations. The proposed budget shall identify the projected total hours that will be billed to each task, and the individual that will be performing the task. Any deviation from the budget in excess of 10%, must be approved in advance by the BOARD Attorney or designee.
- B. Should it become reasonably apparent to ATTORNEY that the actual billings will exceed ATTORNEY's initial estimate of anticipated legal costs and fees for a litigation matter or the total consideration under this Agreement, ATTORNEY shall immediately notify the BOARD Representative and the RASA Attorney thereof in advance and shall submit a revised written estimate for BOARD's approval.



## EXHIBIT C

### LEGAL SERVICES AGREEMENT

#### GENERAL PROVISIONS

##### 1. Independent Contractor.

- A. It is understood and agreed that ATTORNEY (including ATTORNEY's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither ATTORNEY nor ATTORNEY'S assigned personnel shall be entitled to any benefits payable to employees of BOARD. BOARD is not required to make any deductions or withholdings from the compensation payable to ATTORNEY under the provisions of this Agreement, and ATTORNEY shall be issued an IRS Form 1099 for its services hereunder. As an independent contractor, ATTORNEY hereby agrees to indemnify and hold BOARD harmless from any and all claims that may be made against BOARD based upon any contention by any of ATTORNEY'S employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement.
- B. It is further understood and agreed by the parties hereto that ATTORNEY, in the performance of its obligations hereunder, is subject to the control and direction of BOARD as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by ATTORNEY for accomplishing such results. To the extent that ATTORNEY obtains permission to, and does, use BOARD facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the ATTORNEY's sole discretion based on the ATTORNEY's determination that such use will promote ATTORNEY's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the BOARD does not require that ATTORNEY use BOARD facilities, equipment or support services or work in BOARD locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by ATTORNEY, such persons shall be entirely and exclusively under the direction, supervision, and control of ATTORNEY. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by ATTORNEY. It is further understood and agreed that ATTORNEY shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of ATTORNEY'S assigned personnel and subcontractors.

2. **Licenses; Permits, Etc.** ATTORNEY represents and warrants that ATTORNEY has all licenses, permits, BOARD Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for ATTORNEY to practice its profession or provide any services under the Agreement. ATTORNEY represents and warrants that ATTORNEY shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for ATTORNEY to practice its profession or provide such Services. Without limiting the generality of the foregoing, if ATTORNEY is an out-of-state corporation, ATTORNEY warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Conflicts of Interest.** ATTORNEY represents and warrants that they have made a diligent effort to determine whether there are any actual or potential conflicts of interest that would preclude or interfere with ATTORNEY's performance of this Agreement, and that no such conflict of interest exists. ATTORNEY shall indemnify and hold harmless BOARD from and against any and all liability, loss,

expense and obligation arising directly or indirectly out of any breach of the foregoing representation and warranty. ATTORNEY agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of BOARD at all times during the performance of this Agreement.

**4. Confidentiality of BOARD Information.** ATTORNEY understands and agrees that during the course performing the services required by this agreement, or in contemplation thereof, ATTORNEY may have access to private or confidential information which may be owned or controlled by BOARD or RASA and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to BOARD or RASA. ATTORNEY agrees that all information disclosed by BOARD or RASA to ATTORNEY shall be held in confidence and used only in performance of the services required by this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**5. Suspension and Termination.**

A. BOARD shall have the right at any time to temporarily suspend ATTORNEY's performance hereunder, in whole or in part, by giving a written notice of suspension to ATTORNEY. If BOARD gives such notice of suspension, ATTORNEY shall immediately suspend its activities under this Agreement, as specified in such notice.

B. BOARD reserves the right to discharge ATTORNEY and terminate this Agreement at any time. In the event of such discharge or termination, BOARD shall compensate ATTORNEY for services rendered and expenses necessarily incurred up to and including the date of discharge and expenses unavoidably incurred by ATTORNEY thereafter.

C. ATTORNEY may terminate this Agreement at any time by giving to BOARD Representative not less than thirty (30) days prior written notice of termination. The notice shall specify the effective date of and reason for the termination.

D. This Agreement is personal to ATTORNEY and any attempted assignment including by successors or assigns, shall be void, unless approved in writing by BOARD.

E. Upon any termination, ATTORNEY shall immediately return to BOARD the file and all materials owned by BOARD and cooperate fully in necessary completion and filing of any necessary Substitution of Attorney documents.

**6. Indemnity.**

A. Indemnity: ATTORNEY shall fully indemnify and save harmless, BOARD, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by BOARD'S staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of ATTORNEY, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the BOARD, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the ATTORNEY, and whether or not such Liabilities are litigated, settled or reduced to judgment.

B. Obligation to Defend: ATTORNEY shall, upon BOARD's request, defend at ATTORNEY's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of ATTORNEY, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this

Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

C. Insurance Policies; Intellectual Property Claims: The existence or acceptance by BOARD of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of BOARD'S rights under this section, nor shall the limits of such insurance limit the liability of ATTORNEY hereunder. This section shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 4 (Confidentiality of BOARD Information) above. The provisions of this section shall survive any expiration or termination of this Agreement.

7. **Publicity.** If any publicity is generated by the subject matter of this representation, ATTORNEY will consult with BOARD before making any statement to any media outlet (whether radio, print or television) about the content and timing of such statement.

8. **Insurance Requirements.** During the entire term of this Agreement, ATTORNEY shall maintain the following insurance:

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

- (1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- (2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance; and
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance: ATTORNEY shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence, including endorsements for contractual liabilities, broad form property damage and personal injury.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for personal injury and property damage arising from owned, hired and non-owned vehicles.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omissions): \$2,000,000 combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the BOARD.

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

- (1) General Liability and Automobile Liability Coverages:
    - (a) The General Liability and Automobile Liability policies shall be written on an occurrence form and shall name BOARD, its officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) of insurance shall be endorsed so that ATTORNEY's insurance shall be primary and any insurance or self-insurance maintained by BOARD, its officials, employees or volunteers shall be in excess of ATTORNEY'S insurance and shall not contribute with it.
    - (b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to BOARD, its officials, employees or volunteers.
    - (c) Coverage shall state that ATTORNEY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (2) All Coverages:
    - (a) Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to BOARD. In addition, ATTORNEY agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to BOARD and BOARD approves the reduction in coverage or limits. ATTORNEY further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to BOARD and BOARD approves such increase.
    - (b) In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. ATTORNEY shall furnish BOARD with the certificate(s) and applicable endorsements for ALL required insurance prior to BOARD's execution of this Agreement.
- E. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.
- F. Verification of Coverage: ATTORNEY shall furnish BOARD with certificates of insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement both prior to the execution of this Agreement, and during the pendency of this Agreement at any time upon request by BOARD. The certificates and/or endorsements shall set forth a valid policy number for BOARD, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the BOARD representative named in Exhibit A.
- G. Payment Withhold: BOARD shall withhold payments to ATTORNEY if the certificates of insurance and endorsements required in this section are canceled or ATTORNEY otherwise ceases to be insured as required herein.

9. **Disqualification of Judges.** At the option of the BOARD Representative, judges may be disqualified from hearing BOARD litigation, and ATTORNEY shall adhere to such decision of the BOARD Representative. In the event that ATTORNEY is of the opinion that a judge ought to be disqualified, the BOARD Representative must be consulted in advance by ATTORNEY, and ATTORNEY must obtain the BOARD Representative's written consent to such disqualification.
10. **Equal Employment Opportunity.** During the performance of this Agreement, ATTORNEY, for itself, its assignees and successors in interest, agrees as follows:
- A. Compliance With Regulations: ATTORNEY shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations."
  - B. Nondiscrimination: ATTORNEY, with regards to the work performed pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. ATTORNEY shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
  - C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by ATTORNEY for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by ATTORNEY of ATTORNEY'S obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
  - D. Information and Reports: ATTORNEY shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the BOARD to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ATTORNEY is in the exclusive possession of another who fails or refuses to furnish this information, ATTORNEY shall so certify to the BOARD, and shall set forth what efforts it has made to obtain the information.
  - E. Sanctions for Noncompliance: In the event of noncompliance by ATTORNEY with the nondiscrimination provisions of this Agreement, the BOARD shall impose such sanctions as it may determine to be appropriate including, but not limited to:
    - (1) Withholding of payments to ATTORNEY under this Agreement until ATTORNEY complies;
    - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
  - F. Incorporation of Provisions: ATTORNEY shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. ATTORNEY shall take such action with respect to any subcontract or procurement as the BOARD may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event ATTORNEY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, ATTORNEY may request BOARD to enter such litigation to protect the interests of BOARD.

11. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by ATTORNEY and by BOARD.
12. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
13. **Waiver.** Neither BOARD acceptance of, or payment for, any Service or Additional Service performed by ATTORNEY, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
14. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
15. **Attorney's Fees.** In any action to enforce the terms of this Agreement, the prevailing party shall recover its reasonable attorneys' fees.
16. **Assignment Prohibited.** The expertise and experience of ATTORNEY are material considerations for this Agreement. BOARD has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on ATTORNEY under this Agreement. In recognition of this interest, ATTORNEY shall not assign any right or obligation pursuant to this Agreement without the written consent of the BOARD. Any attempted or purported assignment without BOARD's written consent shall be void and of no effect.