

**AGREEMENT
BETWEEN
THE STATE BAR OF CALIFORNIA
AND
LUCAS PUBLIC AFFAIRS**

THIS AGREEMENT (“Agreement”) is made as of the last signature date set forth below (“Effective Date”), by and between The State Bar of California (“State Bar”), a public corporation having a principal place of business at 180 Howard Street, San Francisco, CA 94105, and Lucas Public Affairs, a California corporation (“Contractor”), having a principal place of business at 1215 K Street, Suite 1010, Sacramento, CA 05814. This Agreement sets forth the terms and conditions by which Contractor will perform services for the State Bar. The State Bar and Contractor are sometimes hereinafter referred to individually as a “Party,” and together as the “Parties.”

RECITALS

- A. WHEREAS, the State Bar wishes to retain Contractor to provide certain services to support the development of a 5-year strategic plan as described below upon the terms and conditions hereinafter set forth.
- B. WHEREAS, the Contractor agrees to perform such services.
- C. NOW, THEREFORE, in consideration of covenants and agreements herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 - SERVICES

- A. Contractor agrees to perform the services described in the attached Statement of Work, attached hereto as Attachment A (collectively referred to as “Services”) to the reasonable satisfaction of an individual designated by the State Bar, who at this time is Leah Wilson (“Authorized Representative”).
- B. The Parties agree that either Party may request reasonable changes to the scope of the Services, Fee, project schedule or timeline, or any other Contractor obligations under this Agreement after the Effective Date by submitting a written request (“Change Order Proposal”) to the other Party. Any acceptance of the Change Order Proposal must be in writing and executed by the Parties, and such written and executed instrument (“Change Order Amendment”) will state the Parties’ mutual agreement to enter into such Change Order Amendment to this Agreement. Contractor will not proceed with any changes to its obligations unless documented in a Change Order Amendment executed by both Parties.

ARTICLE 2 - TERM OF AGREEMENT

- A. The term of this Agreement will commence on the Effective Date, and will continue in full force and effect until 11:59:59 pm on February 28, 2022 (“Expiration Date”, together with the Effective Date, the “Term”) unless terminated earlier in accordance with the provision of Article 10.
- B. Any extensions or renewal of the Term will be subject to a mutual written agreement between Contractor and the State Bar. If the Term is renewed by the Parties, the terms and conditions during such extension or renewal term will be the same as the terms and conditions in effect immediately prior to such renewal or extension. If the Parties fail to renew or extend this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement will terminate on the Expiration Date.
- C. Contractor will complete all of the Services on or before the Expiration Date.
- D. Contractor agrees that time is of the essence with respect to Contractor’s performance under this Agreement.

ARTICLE 3 - RELATIONSHIP OF THE PARTIES

- A. The Parties agree that Contractor is an independent contractor and not an associate, employee, agent, joint venturer, or partner of the State Bar. Nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee between the State Bar and Contractor or any assistant, employee, or agent of Contractor. Neither Contractor nor its employees or agents will perform any act or acts that might lead others to believe that they are representatives of the State Bar, except as to the performance of the Services. Contractor has no authority (and will not hold itself out as having authority) to bind the State Bar and Contractor will not make any agreements or representations on the State Bar’s behalf without the State Bar’s prior written consent.
- B. The State Bar will not control or direct the manner or means by which Contractor, or Contractor’s employees or subcontractors, perform the Services.
- C. The Parties agree that the Services performed are outside the usual course of the State Bar’s business.
- D. Contractor represents that it is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed hereunder.
- E. Unless otherwise provided in this Agreement, Contractor will furnish, at its own expense, all labor, tools, equipment, and materials necessary to perform the Services.
- F. Contractor will comply with all rules and procedures communicated to Contractor in writing by the State Bar, including those related to safety, security, and confidentiality.

- G. Contractor is not eligible to participate in any vacation benefits, group medical or life insurance, disability benefits, retirement benefits, or any other fringe benefits or benefit plans offered by the State Bar to its employees. The State Bar will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes. The State Bar will not be responsible for making any insurance contributions, including for unemployment, disability, or workers' compensation insurance on Contractor's behalf.
- H. Contractor may, at Contractor's own expense, retain or employ such assistants, employees, or personnel as Contractor deems necessary to perform the Services and such individuals will be Contractor's employees or subcontractors. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants, employees, or personnel, including workers' compensation coverage as required, all federal, state, and local income taxes, unemployment and disability insurance, Social Security, or other applicable withholdings.

ARTICLE 4 - COMPENSATION

- A. During the Term, for the Services satisfactorily rendered pursuant to this Agreement, the State Bar will pay Contractor as follows Twenty-Four Thousand Two Hundred Fifty U.S. Dollars (\$24,250.00) within 30 days of the Effective Date, and Twenty-Four Thousand Two Hundred Fifty U.S. Dollars (\$24,250.00) will be paid within thirty (30) calendar days after the State Bar's receipt and approval by the Authorized Representative of Contractor's invoice.
- B. Contractor will prepare and send to the State Bar, no more frequently than biweekly, invoices that include at least the following information: (i) the date(s) upon which the Services were performed; (ii) a summary description of the Services performed; (iii) the total number of hours incurred for each date worked; and (iv) a detailed descriptions of cost reimbursements sought for the time period. Each invoice submitted will reference the appropriate State Bar purchase order number **SBC210388**.
- C. Contractor will be reimbursed for actual and reasonable out-of-pocket expenses in connection with the performance of the Services that have been authorized in advance by the State Bar, have been substantiated to the satisfaction of the State Bar, and are in accordance with the State Bar's Travel Expense policy then in effect. The current State Bar's Travel Expense policy is available at:
[\[http://www.calbar.ca.gov/Portals/0/documents/forms/Travel-Expense-VOL.pdf\]](http://www.calbar.ca.gov/Portals/0/documents/forms/Travel-Expense-VOL.pdf).
- D. The total compensation for all the Services performed, including the reasonable out-of-pocket expenses incurred pursuant to Article 4.C, will not exceed a Forty-Eight Thousand Five Hundred U.S. Dollars (\$48,500.00) for the Term.

ARTICLE 5 - WARRANTIES AND REPRESENTATIONS

- A. Contractor warrants that Contractor and its personnel, employees, and subcontractors have the education, qualifications, expertise, experience, and ability necessary to perform the Services in a diligent, timely, professional, and workmanlike manner consistent with the highest industry standards for similar services.
- B. Contractor warrants that the Services furnished pursuant to this Agreement will conform to the requirements of this Agreement.
- C. Contractor warrants that it has, or it will obtain in a timely manner, all permits, licenses, registrations, or approvals necessary or applicable to Contractor's delivery of the Services.
- D. Contractor warrants that all Work Product is and will be Contractor's original work (except for material in the public domain or provided by the State Bar) and does not and will not violate or infringe upon the intellectual property rights or any other rights of any person, firm, corporation, or other entity.
- E. Contractor warrants that the State Bar will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind.
- F. Contractor warrants that if any of its personnel, employees, or subcontractors are required to enter onto any State Bar premises in the performance of the Services, such personnel, employees, or subcontractors will comply with the health and safety requirements of the State Bar.
- G. Contractor represents that it has been duly organized, is validly existing and in good standing under the laws of the State of California, and is duly qualified to do business in and is in good standing in the State of California.
- H. Contractor represents that to the knowledge of Contractor no litigation is pending or threatened against or affecting Contractor or any affiliate of Contractor (i.e., entity in which Contractor has a minority stake in the ownership of such entity) that will have a material adverse effect on Contractor's ability to perform the Services.

ARTICLE 6 - INDEMNITY

- A. Contractor's Indemnification Obligation
 - a. Contractor will indemnify and defend and hold harmless the State Bar, including its Board of Trustees, officers, directors, agents, employees, successors, and assigns (as the same may be constituted from time to time, hereinafter referred to as "State Bar Indemnified Party (or Parties)") from and against any and all claims, demands, damages, debts, liabilities, losses, obligations, costs, expenses, liens, judgments, awards, penalties, fines, actions, or causes of action (including but not limited to reasonable attorneys' fees, costs, and expenses), whether or not litigation is actually

commenced (collectively, “Losses”), arising out of or in connection with any actual or alleged direct claim or third-party claim alleging: (i) breach by Contractor of any warranty, representation, term, condition, or obligation under this Agreement; (ii) any claim or action for gross negligence or willful misconduct related to the Work Product, the Services, and the deliverables prepared by or for Contractor in connection with this Agreement and provided to the State Bar; (iii) any claim or action for personal injury, death, or otherwise involving alleged defects in Contractor’s business or any of its products or services prepared or created in connection with this Agreement, whether or not provided to the State Bar; (iv) any failure by Contractor to comply with any statutory or regulatory obligation in the performance of its obligations under this Agreement; (v) the actual or alleged infringement by Contractor of any copyright, trademark, or other proprietary right of any person or entity; (vi) breach or potential breach of data or privacy; or (vii) any act or omission constituting gross negligence or willful misconduct on the part of Contractor or its employees, agents, or subcontractors.

- b. Contractor will be liable to the State Bar for all costs (including but not limited to reasonable attorneys’ fees, costs, and expenses) incurred by the State Bar for the purposes of enforcing this indemnity provision.
- c. If both Parties are named as defendants in the same civil action, and the State Bar determines that a conflict of interest exists between the Parties, Contractor will provide, at its own cost, independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as an equal participating counsel in any litigation wherein the State Bar is defended by Contractor.

B. Indemnification Procedures

- a. If any third-party claim is commenced against any State Bar Indemnified Party entitled to indemnification under this Article, the State Bar will promptly give written notice thereof to Contractor, and Contractor will immediately assume the defense of such claim with counsel satisfactory to the State Bar. The State Bar’s failure to provide a notice to Contractor under this section does not relieve Contractor of any liability that Contractor may have to the State Bar. The State Bar Indemnified Party will cooperate, at the sole cost of Contractor, in all reasonable respects with Contractor and its attorneys in the investigation, trial, and defense of such claim, and in any appeal arising therefrom; provided, however, that the State Bar Indemnified Party may, at its own cost and expense, participate, through its attorneys (including, but not limited to, the State Bar’s Office of General Counsel) or otherwise, in such investigation, trial, and defense of such claim, and any appeal arising therefrom. Contractor will coordinate the defense of any third-party claim with the State Bar, including any investigation and trial, and any appeal therefrom. Contractor will not enter into a settlement of any claim that involves a remedy other than the payment of money by Contractor without the prior written consent of the State Bar. If Contractor does not assume an immediate defense of a claim that Contractor is obligated to defend, the State Bar will have the right to defend the

claim in such manner as it may deem appropriate, at the sole cost and expense of Contractor.

- b. Notwithstanding anything to the contrary in this Article, the State Bar may select its own legal counsel to represent its interests, and Contractor will:
 - i. reimburse the State Bar for its costs and attorneys' fees immediately upon request as they are incurred; and
 - ii. remain responsible to the State Bar for any Losses indemnified under Section 6.A.a
- c. If any legal work reasonably necessary to the State Bar's defense as described herein is performed by the State Bar's Office of General Counsel, the State Bar will determine the value of such work at a reasonable hourly rate for comparable outside counsel and it will be promptly paid by Contractor; provided, however, the Parties hereby confirm that such fees will be recoverable with respect to legal work performed by the State Bar's Office of General Counsel only to the extent that such work is not duplicative of legal work performed by outside counsel paid for by Contractor and representing the State Bar in such matter.

ARTICLE 7 - INSURANCE

- A. During the Term of this Agreement, Contractor will maintain and keep in full force and effect at Contractor's own cost and expense, the following insurance policies for the joint benefit of Contractor and the State Bar:
 - a. **Commercial General Liability Insurance** coverage having a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage liability, Two Million Dollars (\$2,000,000) annual aggregate, and One Million Dollars (\$1,000,000) for products/completed operations. Such commercial general liability insurance will name the State Bar and its Board of Trustees, directors, officers, and employees as additional insured. Such commercial general liability insurance coverage will be with an insurance carrier with an A.M. Best rating of not less than A:X.
 - b. **Workers' Compensation Insurance** coverage if Contractor has one (1) or more employees as defined by the State of California, coverage as required by applicable California state law and federal statutes covering liability for injuries to all persons employed by the insured in the conduct of its operations, together with employer's liability insurance in the amount of One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease. Such workers' compensation insurance coverage will be with an insurance carrier with an A.M. Best rating of not less than A:X.
 - c. **Comprehensive Automobile Liability** coverage if vehicle or mobile equipment are used to perform the Services under this Agreement, having a combined single

limit of not less than One Million (\$1,000,000) per occurrence and insuring against liability for claims arising out of the ownership, maintenance, or use of any owned, hired or non-owned vehicles. Such comprehensive automobile liability insurance will name the State Bar and its Board of Trustees, directors, officers, and employees as additional insured. Such comprehensive automobile liability insurance coverage will be with an insurance carrier with an A.M. Best rating of not less than A:X.

- d. **Umbrella Liability Insurance** coverage with a general aggregate limit of One Million Dollars (\$1,000,000.00) and a per occurrence limit of at least One Million Dollars (\$1,000,000.00). Such umbrella liability insurance will name the State Bar and its Board of Trustees, directors, officers, and employees as additional insured. Such umbrella liability insurance coverage will be with an insurance carrier with an A.M. Best rating of not less than A:X.

- B. Within fifteen (15) calendar days of the Effective Date, Contractor will deliver to the State Bar offices at 845 S. Figueroa St., Los Angeles, CA 90017 Attn: Risk Management, certificates of insurance evidencing compliance with the requirements in this Article. Each certificate will provide that the issuing company (the insurer) will mail written notice to the State Bar thirty (30) calendar days prior to any cancellation of the policies or reduction in coverage or amount. In addition, Contractor will also provide prompt written notice to the State Bar if there are any cancellations or lapses, reductions in coverage or coverage limit, or other material changes to the insurance policies. If Contractor fails to secure and maintain the required insurance policies as set forth in this Article, the State Bar may, but is not required to, purchase the required insurance coverage and Contractor will reimburse the State Bar for all the associated costs. If Contractor assigns, subcontracts, or delegates any portion of the duties pursuant to Article 15, Contractor will ensure that each such assignee, subcontractor, or delegee purchases and maintains insurance coverage required by this Agreement.
- C. Waiver of Subrogation. Contractor waives and releases all claims and all rights of recovery against the State Bar for any loss, injury, or damage arising from any claim that: (i) is of the type that is required to be insured against under the terms of this Agreement, regardless of whether such insurance coverage actually exists; or (ii) is actually insured against under any insurance policy carried by Contractor, regardless of whether such insurance is required hereunder. To the extent permitted by law, Contractor's waiver and release will apply irrespective of the cause or origin of the claim, including the negligence or intentional misconduct of the State Bar, or of any person acting at the direction or under the control of the State Bar. Contractor agrees that the foregoing waiver will be binding upon its respective insurance carriers, and (except for any insurance policy that provides that the insured thereunder may effectively waive subrogation without further action on the part of the insured) Contractor will obtain endorsements or take such other action as may be required to effect such insurer's waiver of subrogation under each such policy.

ARTICLE 8 - CONFIDENTIALITY

- A. Contractor agrees to maintain in strictest confidence any non-public, proprietary, or confidential information, or material disclosed or provided by the State Bar to Contractor or its employees, consultants, contractors, subcontractors, and agents (collectively, “Contractor’s Representatives”), either orally, in writing, electronically or in any other form or medium, or that Contractor or Contractor’s Representatives may otherwise receive access to in connection with the Services, concerning any aspect of the affairs of the State Bar, including by way of example and without limitation any information or material pertaining to the State Bar’s operations, processes, plans, policies, procedures, Board of Trustees, leadership, management, employees, personnel, contractors, volunteers, legal and regulatory affairs, financial data, licensees (former and current), applicants, and relationships with third-parties (“Confidential Information”). Confidential Information also includes any notes, analyses, compilations, studies or other material, Work Product, deliverables or documents prepared by Contractor and Contractor’s Representatives which contain, reflect, or are based, in whole or in part, on the Confidential Information. Confidential Information also includes any confidential or proprietary information of any third-party who may disclose such information to the State Bar in the course of the State Bar’s affairs. Confidential Information will also include the existence and terms of this Agreement. Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of Contractor or Contractor’s Representatives; (b) is lawfully disclosed to Contractor or Contractor’s Representatives by a third-party without restrictions on disclosure; or (c) was in Contractor or Contractor’s Representative’s lawful possession, as established by documentary evidence, prior to the disclosure by the State Bar.
- B. Contractor will safeguard such Confidential Information and will take all necessary steps to protect such Confidential Information. Contractor will only use and disclose Confidential Information to Contractor’s Representatives requiring such Confidential Information to perform the Services pursuant to this Agreement. Contractor will require each of Contractor’s Representatives to execute a written agreement containing obligations of confidentiality substantially similar to those in this Agreement. All Confidential Information furnished to Contractor by the State Bar is the sole and exclusive property of the State Bar or, where applicable, other third-parties. Contractor will notify the State Bar immediately of any unauthorized use, access, or disclosure of Confidential Information and take all commercially reasonable steps to prevent further use, access, or disclosure.
- C. Contractor will not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third-party without the prior written consent of the State Bar in each instance. If any person or entity requests by a subpoena or court order any information or materials relating to this Agreement which is within the possession, custody, or control of Contractor (or the possession, custody, or control of personnel, employees, agents, or representatives of Contractor), Contractor will promptly inform the State Bar of such request and cooperate with the State Bar to the extent the State Bar objects or moves to quash such request or subpoena. Notwithstanding any contrary provision contained herein, Contractor may disclose Confidential Information to the extent that such disclosure is required by law or regulation, or is pursuant to a valid order of a court of competent jurisdiction or an authorized governmental authority; provided that Contractor: (a) immediately notifies the

State Bar in writing of the disclosure request and to the extent not prevented from doing so by an applicable government authority, provides the State Bar a copy of the order by the applicable court or governmental authority so the State Bar may seek a protective order or another appropriate remedy; (b) cooperates with the State bar if it seeks a protective order or other appropriate remedy preventing or limiting disclosure; and (c) seeks confidential treatment of any Confidential Information required to be disclosed before disclosure. If the State Bar cannot obtain a protective order, another appropriate remedy, or otherwise fails to quash the legal process requiring disclosure, Contractor will work with the State Bar to disclose the requested Confidential Information only to the extent required by such law, regulation, or order.

- D. Contractor acknowledges that irreparable harm can result to the State Bar and to third-parties by disclosure or threatened disclosure of Confidential Information that cannot be adequately relieved by money damages alone. Accordingly, the State Bar may seek equitable remedies including a temporary or permanent injunction or other equitable relief from any court of competent jurisdiction, without the necessity of showing actual damages and without the necessity of posting any bond or other security. The equitable relief will be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. If the State Bar incurs any loss or liability arising out of disclosure or use of any Confidential Information by any one or more of Contractor's Representatives other than as authorized herein, that disclosure or use will be deemed to have been by Contractor for purposes of determining whether Contractor breached any of its obligations under the Agreement.
- E. Contractor will not issue any public announcements or statements related to this Agreement or the Services performed for the State Bar, or engage in any publicity or advertising related to the same without obtaining the prior written consent of the State Bar.

ARTICLE 9 - INTELLECTUAL PROPERTY RIGHTS

- A. Intellectual Property Rights Defined. For purposes of this Agreement, the term "Intellectual Property Rights" means know-how, inventions, patents, patent rights, and registrations and applications, renewals, continuations and extensions thereof, works of authorship and art, copyrightable materials and copyrights (including, but not limited to, titles, computer code, designs, themes, concepts, artwork, graphics and visual elements, and methods of operation, and any related documentation), copyright registrations and applications, renewals and extensions thereof, mask works, industrial rights, trademarks, service marks, trade names, logos, trademark registrations and applications, renewals and extensions thereof, derivative works, trade secrets, rights in trade dress and packaging, publicity, personality and privacy rights, rights of attribution, authorship, integrity and other similarly afforded "moral" rights, and all other forms of intellectual property and proprietary rights recognized by the U.S. laws, and other applicable foreign and international laws, treaties and conventions.
- B. Work Product. Contractor recognizes and agrees that all right, title, and interest, including all Intellectual Property Rights, which may be prepared, procured, or produced in whole or

in part in, or resulting from, the Services rendered by Contractor pursuant to this Agreement, including, without limitation, any and all deliverables, research, proposals, materials, reports, plans, other writings, and other work product (collectively referred to as “Work Product”) will be owned by the State Bar. To ensure that the Work Product becomes the sole property of the State Bar, in consideration of the mutual promises contained in this Agreement, Contractor hereby agrees to transfer, in perpetuity, to the State Bar all of the right, title, and interest in the Work Product, in the United States of America and throughout the world, and hereby assigns any and all renewals and extensions of each such copyright that may be secured under the laws now or hereafter. Contractor will execute, at the State Bar’s request and expense, during and after the Term, all further actions including execution and delivery of documents reasonably required to perfect the foregoing rights in the State Bar. In the event Contractor fails to execute any documents, Contractor appoints the State Bar as its attorney-in-fact to execute such documents on Contractor’s behalf. Contractor hereby waives or transfers any and all moral rights, including without limitation any right to attribution, identification, integrity, disclosure, authorship or any other rights that may be known as “moral rights,” or limitation on a subsequent modification that Contractor (or its employees, agents, or subcontractors) has or may have in the Work Product or any part thereof.

- C. No Transfer of Title in and to Contractor’s Pre-Existing IP. Notwithstanding the foregoing, the State Bar acknowledges that independent of this Agreement, Contractor has created, acquired, or otherwise has rights in and may, in connection with the performance of this Agreement, employ certain intellectual property, including, without limitation, various concepts, ideas, methods, methodologies, procedures, processes, know-how, or techniques (collectively, “Pre-Existing IP”). The State Bar and Contractor intend that Contractor’s interests in or title to such Pre-Existing IP will remain vested in Contractor; provided, however, that to the extent that Work Product incorporates any Pre-Existing IP, Contractor hereby grants to the State Bar a worldwide, perpetual, non-exclusive, fully paid-up, royalty-free, irrevocable right and license to use such Pre-Existing IP as incorporated into such Work Product to enable the State Bar to have full use of such Work Product as contemplated by this Agreement, including, without limitation, the right to run, execute, copy, modify, create derivative works, display, distribute, and sublicense such rights. Contractor represents that its rights to any Pre-Existing IP are sufficiently broad to meet the requirements of this section.
- D. No Transfer of Title in and to State Bar’s Pre-Existing IP. As between Contractor and the State Bar, the State Bar is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, Confidential Information and other materials provided to Contractor by the State Bar (“State Bar Materials”), including all Intellectual Property Rights therein. Contractor has no right or license to reproduce or use any State Bar Materials except solely during the Term to the extent necessary to perform Contractor’s obligations under this Agreement. All other rights in and to the State Bar Materials are expressly reserved by the State Bar. Contractor has no right or license to use the State Bar’s trademarks, service marks, trade names, logos, symbols, or brand names.

ARTICLE 10 - TERMINATION OF AGREEMENT

- A. The State Bar may terminate this Agreement, in its sole discretion, with or without cause and for any reason upon fourteen (14) calendar days written notice to Contractor. Contractor's sole compensation will be for that portion of the Services performed by Contractor to the date of termination, together with reimbursable expenses, if any, then due pursuant to the Agreement; provided, however, that Contractor will not be paid for any services or reimbursable expenses associated with any work or service which was not authorized by the State Bar pursuant to the Agreement.

- B. This Agreement will terminate automatically in the event of the bankruptcy or insolvency of either Party.

- C. If the Term of this Agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this Agreement is subject to an authorization of sufficient funding for such purpose by the California State Legislature and the Governor of the State of California. If sufficient funds are not so authorized, the Parties mutually agree that this Agreement may be terminated or amended as appropriate in response to such occurrence. If the Agreement is terminated, Contractor agrees to relieve the State Bar of any further obligations, except for the State Bar's obligation to pay for the Services already performed or reimbursable expenses already incurred up to the date of termination pursuant to this Agreement.

- D. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any terms of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, other specific potential disasters or catastrophes, such as epidemics, pandemics, or quarantines, or explosions; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national, regional, or local emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (i) shortage of adequate power or transportation facilities. The Impacted Party will give notice within seven (7) days of the Force Majeure Event to the other Party, stating the period of time the Force Majeure Event is expected to continue, and describing the impact on performance of the Services and other obligations under the Agreement. Notwithstanding the preceding sentence, if either Party's performance is affected by any Force Majeure Event, either Party may terminate this Agreement by written notice to the other Party, without any penalty, liability, or any other costs or damages, whatsoever.

- E. Upon expiration, cancellation, or termination of this Agreement, or at any other time upon the State Bar's written request, Contractor will, within seven (7) calendar days after such expiration, cancellation, termination, or written request:
- a. deliver to the State Bar all deliverables (whether complete or incomplete), Work Product and all materials, equipment, and other property provided for Contractor's use by the State Bar;
 - b. deliver to the State Bar all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;
 - c. permanently erase all the Confidential Information from Contractor's computer and phone systems; and
 - d. certify in writing to the State Bar that Contractor has complied with the requirements of this Section.

ARTICLE 11 - CONFLICT OF INTEREST

Contractor understands and acknowledges that the State Bar is a public corporation and, consequently, certain State Bar employees and volunteers are subject to government-mandated conflict-of-interest code, attached hereto as Attachment B. These provisions concern, among other things, accepting gifts or gratuities from potential contracting entities and contracting with entities owned or controlled by the State Bar, certain persons associated with the State Bar, or its employees. With this understanding, Contractor will not take any action which creates a situation which would or which could appear to result in a violation of the conflict-of-interest code provisions by any State Bar employee or volunteer. Further, Contractor certifies that its employees and officers of its governing body will avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement will have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

ARTICLE 12 - COMPLIANCE WITH LAWS

Contractor, and its personnel, employees, and subcontractors will comply with all applicable laws, ordinances, and regulations adopted or established by federal, state, or local governmental bodies or agencies, including but not limited to the provisions of the Fair Employment and Housing Act (California Government Code, section 12900 et seq.) and any applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.), ADA/ADAAA, and section 508 of the Rehabilitation Act. Contractor will include the non-discrimination and compliance provisions of this Article in all subcontracts that will perform work under the Agreement.

ARTICLE 13 - NOTICES

Unless otherwise specifically stated in this Agreement, any notices to be given by either Party to the other must be in writing and delivered either personally or by express mail, facsimile, or electronic transmission with a copy sent by regular mail to the address set forth below.

THE STATE BAR OF CALIFORNIA Attn: Procurement 845 S. Figueroa St. Los Angeles, CA 90017	LUCAS PUBLIC AFFAIRS Attn: Cassandra Pye 1215 K Street, Suite 1010 Sacramento, CA 95814
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Each Party may change the notice address appearing above by giving the other Party written notice in accordance with this Article.

ARTICLE 14 – AUDIT

The State Bar reserves the right to have an independent audit conducted of Contractor’s compliance with the terms of this Agreement, if the State Bar reasonably believes such audit is necessary to ensure confidentiality, or financial or program accountability or integrity. Contractor will retain all records associates with the Services performed for a period of three (3) years from the expiration, cancellation, or termination of this Agreement.

ARTICLE 15 – ASSIGNMENT

Contractor will not assign, subcontract, delegate, or otherwise transfer any of the rights, duties, or obligations set forth in this Agreement to any third-party without the prior written consent of the State Bar.

ARTICLE 16 – GENERAL PROVISIONS

- A. **Entire Agreement.** This Agreement, together with any attachments or appendices attached hereto, supersedes any and all other agreements, either oral or written, which may exist between the Parties with respect to the subject matter hereof, and contains all of the covenants and agreements between the Parties as of the Effective Date of this Agreement. By signing below, each Party acknowledges that no agreements, statements, or promises outside of those expressly set forth in this Agreement will be binding on the Parties.

- B. **Governing Law/Jurisdiction/Venue.** This Agreement is deemed to have been made and entered into by the Parties at San Francisco, California, and will be governed and construed according to the laws of the State of California, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding arising out of or in connection with the Agreement will be brought only in any state or federal court located in the State of California, City and County of San Francisco. The Parties irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.


- C. Waiver. No waiver of a breach, failure of any condition, right, or remedy contained in or granted by the provisions of the Agreement will be effective unless and until it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.
- D. Modifications. No amendment, alteration, or variation of the terms of this Agreement will be valid unless made in writing and signed by both Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email, or any other reliable means will be effective for all purposes as the delivery of a manually executed original counterpart. Either Party may maintain a copy of this Agreement in an electronic form. The Parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile, or printed image) will in all respects be considered an original.
- F. Electronic Signature. The Parties acknowledge and agree that this Agreement may be executed by an electronic signature (digital, encrypted, or any other form), which will be considered as an original and manual signature for all purposes and will have the same force and effect as an original and manual signature. Without limitation, an “electronic signature” will include faxed versions of an original signature, electronically scanned, and transmitted versions (e.g., via pdf) of an original signature, or transmittal via any other electronic means, and will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- G. Titles. The titles used are not a part of this Agreement and are included solely for convenience and have no bearing upon and do not in any way limit the application of the terms and conditions of this Agreement.
- H. Severability. If any phrase, sentence, clause, or provision in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being affected, impaired, or invalidated in any way.
- I. Survival. The provisions of Articles 5, 6, 8, 9, 10(F), 11, 14, 15, and 16 (Warranties and Representations, Indemnity, Confidentiality, Intellectual Property Rights, Termination of Agreement, Conflict of Interest, Audit, Assignment and General Provisions) will survive the cancellation, termination, or expiration of this Agreement.
- J. Disputes. Contractor will continue with its responsibilities under this Agreement during any dispute, including but not limited to, continuing to provide the Services.

- K. Authority to Contract. Each Party represents and warrants that it has full power to enter into and perform its respective obligations under this Agreement and that the person signing this Agreement has been properly authorized and empowered to enter into this Agreement. Each Party acknowledges that it has read and understands this Agreement and will be bound by this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE STATE BAR OF CALIFORNIA,
a public corporation

By: 

Print: Steve Mazer

Title: Chief Administrative Officer

Date: 10/28/2021

LUCAS PUBLIC AFFAIRS,
a California corporation

By: 

Print: Cassandra Pye

Title: EVP and Chief Strategy Officer

Date: 10/28/2021

Tax Payer Identification: 26-1795985

[Signature Page – ICA re Lucas Public Affairs]

ATTACHMENT A

STATEMENT OF WORK

Pursuant to the terms of the Agreement to which this Statement of Work is attached as Attachment A, Contractor will perform the services according to the schedule set forth below, to the reasonable satisfaction of the State Bar’s Authorized Representative, who at this time is Executive Director Leah Wilson:

Contractor will facilitate and support the development of a 5-year strategic plan by completing the following tasks:

Task	Completion Deadline
Participate in onboarding discussing with the Executive Director and relevant State Bar staff; introduction to the State Bar Board of Trustees (“ <u>Board</u> ”).	October 31, 2021
Conduct a confidential survey of Board members	November 15, 2021
Conduct individual in-depth interviews with Board members	November 30, 2021
Analyze and report on survey results	December 15, 2021
Develop a planning agenda and supporting materials for strategic planning session	December 31, 2021
Facilitate a two-day strategic planning session with the Board, including breakout conversations, as needed	January 31, 2022
Provide a report that summarizes the proceedings and outlines the Board’s 5-year strategic plan	February 28, 2022