

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER S0840043	AMENDMENT NUMBER 1
REGISTRATION NUMBER 83800109352242.1	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
 Department of Personnel Administration
 CONTRACTOR'S NAME
 Kronick, Moskovitz, Tiedemann & Girard
- The term of this Agreement is November 1, 2008 through June 30, 2010
- The maximum amount of this Agreement after this amendment is: \$350,000.00 Three Hundred and Fifty Thousand Dollars and Zero Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Agreement S0840043 between the Department of Personnel Administration and Kronick, Moskovitz, Tiedemann & Girard, effective November 1, 2008 is hereby amended to extend the Agreement term length and increase funding for continuation of services.

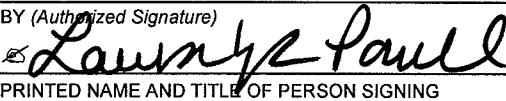
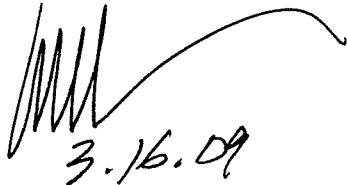
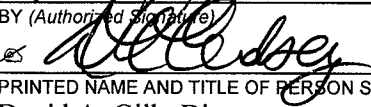
The term of this Agreement shall be November 1, 2008 through June 30, 2010 and shall not exceed \$350,000.00.

The following language has been deleted and replaced as attached:

EXHIBIT A, Scope of Work	3 Pages
EXHIBIT B, Hourly Rates, Cost Estimates, Budget Detail and Payment Provisions	2 Pages
EXHIBIT B, ATTACHMENT 1, Fee Schedule	1 Page
EXHIBIT C, General Terms and Conditions	4 Pages
EXHIBIT D, Special Terms and Conditions	3 Pages
EXHIBIT E, Notice of Contractor Evaluation	1 Page
EXHIBIT F, Contractor Certifications Under Penalty of Perjury	5 Pages
EXHIBIT G, Certification Under Darfur Contracting Act	2 Pages

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="border: 1px solid black; padding: 5px; text-align: center;"> APPROVED MAR 16 2009 DEPT OF GENERAL SERVICES </div>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Kronick, Moskovitz, Tiedemann & Girard		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 3/1/09	
PRINTED NAME AND TITLE OF PERSON SIGNING Laura Izon Powell, Shareholder & Vice President		
ADDRESS 400 Capitol Mall, 27 th Floor Sacramento, CA 95814		
STATE OF CALIFORNIA		
AGENCY NAME Department of Personnel Administration		 3.16.09 <input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type) 3/10/09	
PRINTED NAME AND TITLE OF PERSON SIGNING David A. Gilb, Director		
ADDRESS 1515 S Street, North Building, Suite 400; Sacramento, CA 95811		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Contractor agrees to provide the State of California, Department of Personnel Administration (DPA) legal assistance regarding any matter assigned to the Contractor including but not limited to litigation services, advice, and consultation.
2. The Contractor will draft and review bargaining proposals and contract language as needed.
3. The Contractor will upon request conduct litigation before any court or administrative venue.
4. All information supplied to, and all work processed or completed by the Contractor and its agents shall be held to be confidential and will not be disclosed to anyone other than the Department, or its designees, except as required by law or consented by the Department.
5. The DPA shall be provided with a copy of documents, briefs, research memos, etc. prepared by the Contractor in rendering services under this agreement.
6. The services shall be performed at locations to be determined throughout the state, including but not limited to Sacramento County.
7. DPA will not reimburse the Contractor for administrative costs, including any time needed to resolve billing matters.
8. DPA must approve in advance replacement or the assignment of additional attorneys working on the case. Changes in staff will not result in unnecessary or unreasonable charges to DPA for training, internal conferences or management.
9. DPA must approve in advance any extraordinary expenses such as the use of expert witnesses or consultants.
10. The Contractor will provide the minimum number of staff necessary to adequately complete the required task or achieve the desired result.
11. The Contractor will identify on its invoices the specific staff working on a matter by name with the applicable hourly rate.
12. If DPA is billed for the charges, then Contractor shall upon request provide documentation for nonlegal services such as phone and photocopy charges, computer research, or messenger services for which they request reimbursement.
13. The Contractor shall provide the necessary representation by staff qualified to perform the legal tasks at the least costly billing category.
14. The Contractor and DPA shall coordinate their resources to determine those instances when DPA Legal Counsel can be used to complete research or attend meetings.
15. The Contractor shall monitor fees and expenses under this contract and immediately notify DPA when it expects to reach 75 percent to 80 percent of the current phase or contract amount.

**EXHIBIT A
(Standard Agreement)**

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

State Agency: Department of Personnel Admin.	Contractor: Kronick, Moskovitz, Tiedemann & Girard
Name: Warren C. Stracener	Name: Laura Izon Powell
Phone: (916) 324-0480	Phone: (916) 321-4500
Fax: (916) 323-4723	Fax: (916) 321-4555

Direct all inquiries to:

State Agency: Department of Personnel Admin.	Contractor: Kronick, Moskovitz, Tiedemann & Girard
Section/Unit: Legal	Section/Unit:
Attention: Warren C. Stracener	Attention: Laura Izon Powell
Address: 1515 S Street, No. Bldg., Suite 400	Address: 400 Capitol Mall, 27 th Floor
Phone: (916) 324-0480	Phone: (916) 321-4500
Fax: (916) 323-4723	Fax: (916) 321-4555

17. Authorized Persons List

The following persons are designated to provide directions and instructions to the Contractor pursuant to this service agreement. Upon any change of the authorized personnel, the Department shall inform the Contractor in writing.

**EXHIBIT A
(Standard Agreement)**

DPA

Name and Title

Signature

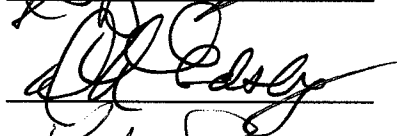
Date

David A. Gilb
Director



3/11/09

Debbie Endsley
Chief Deputy Director



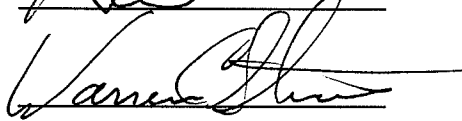
3/10/09

K. William Curtis
Chief Counsel



3/11/09

Warren C. Stracener
Deputy Chief Counsel



3/11/09

Contractor

Only the following person(s) are designated to act on behalf of the Contractor for purposes of amending, modifying and/or terminating this agreement. The Contractor shall notify DPA in writing of any change in the designated authorized personnel listed below.

Name and Title

Signature

Date

Laura Izon Powell
Shareholder & Vice President



3/11/09

**EXHIBIT B
(Standard Agreement)**

HOURLY RATE, COST ESTIMATES, BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Hourly Rate Fee Increases**

The Contractor's hourly rate shall, under this amendment, be increased for the "Shareholder/Partner" labor category by twenty dollars (\$20) per hour.

The Contractor's hourly rate shall, under this amendment, be increased for all other labor categories (listed on Attachment 1 to Exhibit B) by ten dollars (\$10) per hour.

The foregoing hourly rate increases shall, under this amendment, take effect April 1, 2009 and may not be increased for a minimum of twelve (12) months.

2. **Cost Estimates/Litigation Budget**

At the DPA's discretion, the Contractor may be required to submit a written estimated budget of costs and professional fees for services to be provided regarding any work assignment.

3. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices by DPA, the Contractor will be compensated for actual expenditures incurred in accordance with the rates specified herein and made a part of this Agreement (Exhibit B – Attachment 1).
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears for review and approval for payment to:

Department of Personnel Administration
Legal Division – Curt Stracener
1515 S Street, No. Bldg., Suite 400
Sacramento, CA 95811

4. **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 this program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions under 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 State, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B
(Standard Agreement)

- C. The State's obligation to make any payments under this contract shall be suspended during such time as the Budget Act covering that fiscal year has not been approved by the Legislature and signed into law by the Governor.
- D. Nothing in this Agreement is intended to restrict DPA's right to terminate this Agreement at any time for any reason including but not limited to the absence of an appropriation in the Budget Act of the current year and/or any subsequent years covered.
- E. It is mutually agreed that the Contractor does not waive any right to payment for approved services rendered in a prior fiscal that was covered by a Budget Act that was approved by the Legislature and signed into law by the Governor for that prior fiscal year.

3. **Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B
(Standard Agreement)**

ATTACHMENT 1

FEE SCHEDULE

<u>DIRECT LABOR</u>	<u>RATE</u>
Shareholder/Partner	\$250-275.00
Principals	\$230-250.00
Senior Associate	\$195-215.00
Associate	\$190-210.00
Junior Associate	\$185-200.00
Paralegal	\$100-120.00
Law Clerk/Document Clerk	\$50.00
*Travel Expenses	

*The Contractor will be reimbursed reasonable expenses for transportation (airfare, mileage reimbursement and car rental), meals, parking, and lodging actually incurred. The Contractor will provide copies of receipts for expense claims.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. APPROVAL

This Agreement is of no force or effect until signed by both parties and, if required, approved by the Department of General Services.

2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the parties in the form of a formal written amendment.

4. AUDIT

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any non-confidential, non-privileged records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT C
(Standard Agreement)

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EXHIBIT C
(Standard Agreement)

11. CERTIFICATION CLAUSES

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS

Time is of the essence in this Agreement.

13. COMPENSATION

The consideration to be paid Contractor by the State and the other party to the arbitration proceeding, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may,

**EXHIBIT C
(Standard Agreement)**

upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT

"For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. AMENDMENT

This Agreement may be amended as to time, fees, total contract amount, and scope of services by mutual consent of the parties. Any such amendment must be in writing; oral modifications of this Agreement shall not be binding unless and until reduced to writing and approved by both parties.

2. TERMINATION

The DPA may terminate this Agreement or any part thereof at no cost to the DPA for any reason or for no reason by giving the Contractor thirty (30) days written notice of the effective date of the termination. In the event of termination the State may proceed with the work in any manner deemed proper by the State.

3. PRELITIGATION DISPUTE RESOLUTION PROCEDURES

The Contractor will attempt to resolve any claim or dispute he may have with the State and/or DPA regarding services provided or payments on invoices within sixty (60) days of the discovery of problem, claim or dispute. Such claim(s) shall be submitted to the Department of Personnel Administration, Legal Division. As soon as reasonably convenient to the parties, the Chief Counsel or Designee shall meet with the Contractor and assigned attorney for purposes of resolving the dispute. Should the Contractor disagree with the decision, the Contractor may appeal to the DPA Director or Designee within fifteen (15) business days of the decision. The DPA Director, or Designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Director or Designee shall be returned to the Contractor within thirty (30) days of the meeting. The decision of the DPA Director or Designee shall be final except that nothing in this section shall constitute a waiver by the Contractor to seek enforcement of any right under this contract after the above dispute resolution procedures have been exhausted.

4. CONTINGENCY FEE

The Contractor warrants, by execution of this Agreement, that no person or selling agency shall be employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the contract work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**EXHIBIT D
(Standard Agreement)**

5. FORCE MAJEURE

The parties' performance under this Agreement is subject to government regulation, or governmental decision that restricts travel, acts of God, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may postpone a previously scheduled hearing for any one or more of such reasons without prejudice or penalty upon notice to the other party of such occurrence. This provision shall not apply to hearings that must be postponed because travel is curtailed because of fog.

6. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of this Agreement, including any attachments, the following order of precedence shall apply:

- a) The contract form, i.e., Standard Agreement STD 213, etc., plus and any amendments thereto;
- b) The general provisions attached to the contract form (STD 213) that comprise the Standard Agreement (i.e., Exhibit A, Scope of Work; Exhibit B, Budget Detail and Payment Provisions; Exhibit C, General Terms and Conditions; Exhibit D, Special Terms and Conditions and Exhibit E, Notice of Evaluation; Exhibit F, Contractor Certifications Under Penalty of Perjury;
- c) Exhibit B Attachment 1 (Contractor's fee schedule);
- d) All other attachments incorporated in the contract by reference.

In the event of a conflict between a term contained in the Contractor's fee schedule and any term contained in this Standard Agreement, Exhibits A, B, C, D, E, F (Contractor Certifications, DGS Form CCC-307) or G (Darfur Certification), the Standard Agreement, Exhibits A, B, C, D, E, F and G shall control.

7. INSURANCE REQUIREMENTS

In accordance with (Public Contract Code Section (10353.5) The Contractor shall:

- Agree to adhere to legal cost and billing guidelines designated by the State
- Adhere to litigation plans designated by the state agency
- Adhere to case phasing of activities designated by the state agency
- Submit and adhere to legal budgets as designated by the state agency
- Maintain legal malpractice insurance in an amount not less than the amount designated by the state agency

EXHIBIT D
(Standard Agreement)

- Submit to legal bill audits and law firm audits if requested by the state agency. The audits may be conducted by employees and designees of the state agency or by any legal cost control providers retained by the state agency for purpose.
- Submit to a legal cost and utilization review, as determined by the state agency.

Coverage needs to be in force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by DPA ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

**EXHIBIT E
(Standard Agreement)**

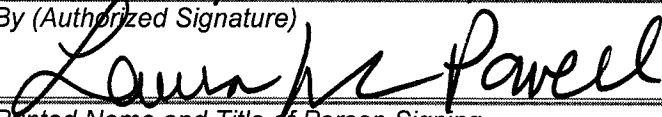
NOTICE OF CONTRACTOR EVALUATION

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. The evaluation shall be prepared on Contract/Contractor Evaluation form (STD 4), and maintained in the Agreement file. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (PCC 10367; 10369; 10370).

**EXHIBIT F
(Standard Agreement)**

CONTRACTOR CERTIFICATIONS UNDER PENALTY OF PERJURY

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed above. This certification is made under the laws of the State of California.

Contractor/Bidder/Firm Name (Printed)		Federal ID Number
Kronick, Moskovitz, Tiedemann & Girard		94-2174974
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
Laura Izon Powell		
Date Executed	Executed in the County of	
3/1/09	Sacramento	

1. STATEMENT OF COMPLIANCE

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS

Contractor certifies in accord with Government Code section 8355 that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (governing controlled substances listed in Article 21 U.S.C section 812 schedules I through V) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

**EXHIBIT F
(Standard Agreement)**

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

**EXHIBIT F
(Standard Agreement)**

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

A. Current State Employees (Pub. Contract Code §10410):

- 1). No 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 officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

B. Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

**EXHIBIT F
(Standard Agreement)**

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- d. Contractor warrants that it is currently qualified to do business in California if the Agreement is to be performed in the state.

**EXHIBIT F
(Standard Agreement)**

6. RESOLUTION

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204

This form must be completed by all contractors that are not another state agency or other governmental entity.

**EXHIBIT G
(Standard Agreement)**

CERTIFICATON UNDER DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. LP
Initials

We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
Initials

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____
Initials
+ certification
below

We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

EXHIBIT G
(Standard Agreement)

CERTIFICATION FOR # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause listed above. This certification is made under the laws of the State of California.

<i>Contractor/Bidder/Firm Name (Printed)</i>		<i>Federal ID Number</i>
Kronick, Moskovitz Tiedemann & Girard		94-2174974
<i>By (Authorized Signature)</i>		
Laura Izon Powell		
<i>Printed Name and Title of Person Signing</i>		
Laura Izon Powell		
<i>Date Executed</i>	<i>Executed in the County of</i>	
3/1/09	Sacramento	

THIS AMENDMENT WILL BE DISQUALIFIED UNLESS EITHER PARAGRAPH # 1 OR # 2 OF THIS FORM ARE INITIALED OR PARAGRAPH # 3 IS INITIALED AND CERTIFIED.