



Michigan Independent Citizen Redistricting Commission

430 West Allegan
Lansing, MI 48918

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **920, 210000000826**

between

THE MICHIGAN INDEPENDENT CITIZEN
REDISTRICTING COMMISSION

and

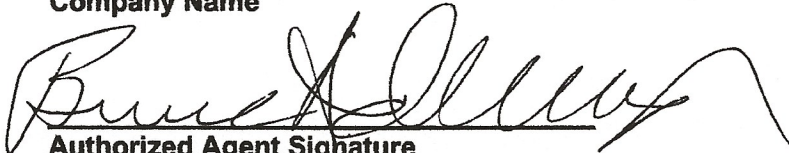
CONTRACTOR	Federal Compliance Consulting, LLC
	11808 Becker Street
	Potomac, MD 20854
	Bruce Adelson
	301.762.5272
	Badelson1@comcast.net
	VS0172670

COMMISSION	Program Manager	Julianne Pastula	MICRC
		517.331.6318	
		PastulaJ1@Michigan.gov	
	Contract Administrator	Julianne Pastula	MICRC
517.331.6318			
PastulaJ1@Michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Voting Rights Act Legal Counsel			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 28, 2021	February 28, 2022	2, 1 year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 / 10% discount off hourly fee for payment within 15 days of invoice submission			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$350,000.00

FOR THE CONTRACTOR:

Federal Compliance Consulting, LLC
Company Name


Authorized Agent Signature

Bruce Adelson
Authorized Agent (Print or Type)

4/23/21
Date

FOR THE STATE:


Signature

Brittini Kellom, Chair
Name & Title

Michigan Independent Citizen Redistricting Commission
Agency

5/11/2021
Date



CONTRACT STANDARD TERMS

Contract # 920, 21000000826

This STANDARD CONTRACT (“**Contract**”) is agreed to between the Michigan Independent Redistricting Commission (the “**Commission**”) and Federal Compliance Consulting LLC, (“**Contractor**”), a Maryland limited liability company]. This Contract is effective on April 28, 2021 (“**Effective Date**”), and unless terminated, expires on February 28, 2022.

This Contract may be renewed for up to two (2) additional (1) year period(s). Renewal is at the sole discretion of the Commission and will automatically extend the Term of this Contract. The Commission will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the Commission’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the Commission, including the Commission’s staff, attorneys, and consultants, and any third party to achieve the objectives of the Contract; (g) return to the Commission any Commission-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the Commission; (i) assign to the Commission any claims resulting from Commission or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all Commission physical and IT security policies and standards which will be made available upon request; (k) all records created by the Contractor in the performance of the Contract shall be the property of the Commission and subject to applicable records retention laws and protocols; and (l) provide the Commission priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State of Michigan property by wearing identification issued by the State of Michigan, and clearly identify themselves whenever making contact with the State of Michigan or the Commission.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of



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receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to Commission:	If to Contractor:
MICRC c/o Julianne Pastula, General Counsel P.O. Box 30318 Lansing, MI 48909 PastulaJ1@Michigan.gov 517.331.6318	Bruce Adelson 11808 Becker Street Potomac, MD 20854 Badelson1@comcast.net 301.762.5272

3. Contract Administrator. The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

Commission:	Contractor:
MICRC c/o Julianne Pastula, General Counsel P.O. Box 30318 Lansing, MI 48909 PastulaJ1@Michigan.gov 517.331.6318	Bruce Adelson 11808 Becker Street Potomac, MD 20854 Badelson1@comcast.net 301.762.5272

4. Program Manager. The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

Commission:	Contractor:
MICRC c/o Julianne Pastula, General Counsel P.O. Box 30318 Lansing, MI 48909 PastulaJ1@Michigan.gov 517.331.6318	Bruce Adelson 11808 Becker Street Potomac, MD 20854 Badelson1@comcast.net 301.762.5272

4. Performance Guarantee. Contractor must at all times have financial resources sufficient, in the opinion of the Commission, to ensure performance of the Contract and must provide proof upon request. The Commission may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the Commission, it will ensure performance of the Contract.

5. Insurance Requirements. Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the Commission from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability



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insurance (including self-insurance) carried by the Commission; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate Deductible Maximum: \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the Michigan Independent Citizens Redistricting Commission, its officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the Michigan Independent Citizens Redistricting Commission, its officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all



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rights against the Commission for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the Commission, its officers, staff, attorneys and agents).

6. Extra Work. At any time during the term of this Contract, the Commission may request that contractor perform extra work. As used herein, "Extra Work" means any work which is determined by the Commission to be necessary for the proper completion of its redistricting activities but which the parties did not reasonably anticipate would be necessary at the execution of this Contract. Contractor shall not perform, nor be compensated for extra work without written authorization from the Commission's General Counsel that has been formally approved by the Commission.

7. Reserved

8. Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the Commission. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the Commission, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

Contractor hereby acknowledges that the Commission is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the Commission, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

9. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the Commission. Contractor must notify the Commission at least 90 calendar days before the proposed delegation and provide the Commission any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The Commission, in its sole discretion, may require the replacement of any subcontractor.



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- 10. Staffing.** The Commission's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 11. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the Commission and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The Commission, in its sole discretion, may also perform background checks.
- 12. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the Commission. Upon notice to Contractor, the Commission, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the Commission determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 13. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the Commission of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 14. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 15. Acceptance.** Contract Activities are subject to inspection and testing by the Commission within 30 calendar days of the Commission's receipt of them ("**Commission Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the Commission, the Commission will notify Contractor by the end of the Commission Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the Commission



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finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 22, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the Commission. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the Commission may cancel the order in whole or in part. The Commission, or a third party identified by the Commission, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

16. Reserved

17. Reserved

18. Reserved

19. Terms of Payment. Invoices must conform to the requirements communicated from time-to-time by the Commission. All undisputed amounts are payable within 45 days of the Commission's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The Commission is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the Commission's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the Commission under this Contract.

The Commission has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The Commission will notify Contractor of any dispute within a reasonable time. Payment by the Commission will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the Commission constitutes a waiver of all claims by Contractor against the Commission for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The Commission will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the Commission at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If



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Contractor does not register, the Commission is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the Commission reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the Commission to Contractor under this Contract.

- 20. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 21. Stop Work Order.** The Commission may suspend any or all activities under the Contract at any time. The Commission will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 7 calendar days, or any longer period agreed to by Contractor, the Commission will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The Commission will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 22. Termination for Cause.** The Commission may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the Commission: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the Commission to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the Commission terminates this Contract under this Section, the Commission will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The Commission will only pay for amounts due to Contractor for Contract Activities accepted by the Commission on or before the date of termination, subject to the Commission's right to set off any amounts owed by the Contractor for the Commission's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the Commission in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the Commission incurs to procure the Contract Activities from other sources.

- 23. Termination for Convenience.** The Commission may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 24, Transition Responsibilities. If the Commission terminates this Contract for convenience, the Commission will pay all reasonable costs, as determined by the Commission, for Commission approved Transition Responsibilities.



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24. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the Commission (not to exceed **30** calendar days), provide all reasonable transition assistance requested by the Commission, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the Commission or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, records, reports and other documentation, to the Commission or the Commission's designee; (c) taking all necessary and appropriate steps, or such other action as the Commission may direct, to preserve, maintain, protect, or return to the Commission all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the Commission; (d) transferring title in and delivering to the Commission, at the Commission's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the Commission and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

25. General Indemnification. Contractor must defend, indemnify and hold the Commission, its agents, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The Commission will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the Commission, demonstrate its financial ability to carry out these obligations.

The Commission is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the Commission deems necessary. Contractor will not, without the Commission's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any Commission employee, official, or law may be involved or challenged, the Commission may, at its own expense, control the defense of that portion of the claim.



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Any litigation activity on behalf of the Commission, or any of its subdivisions under this Section, must be coordinated with the General Counsel of the Commission. An attorney designated to represent the Commission may not do so until approved by the Commission.

- 26. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the Commission the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the Commission with appropriate credits to the Commission against Contractor's charges and reimburse the Commission for any losses or costs incurred as a consequence of the Commission ceasing its use and returning it.
- 27. Limitation of Liability and Disclaimer of Damages.** IN NO EVENT WILL THE COMMISSION'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The Commission is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 28. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the Commission and its General Counsel within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 29. Commission Data.** All data and information provided to Contractor by or on behalf of the Commission, and all data and information derived therefrom, is the exclusive property of the Commission ("**Commission Data**"); this definition is to be construed as broadly as possible and specifically includes all records created by Contractor in the course of implementing this Contract. Commission data shall not be destroyed by Contractor. Upon request, Contractor must provide to the Commission, or a third party designated by the Commission, all Commission Data within 10 calendar days of the request and in the format requested by the Commission. Contractor will assume all costs incurred in compiling and supplying Commission Data. No Commission Data may be used for any marketing purposes.
- 30. Reserved**
- 31. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential,



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privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, Commission Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the Commission's Confidential Information in confidence. At the Commission's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or



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threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the Commission, at the sole election of the Commission, the immediate termination, without liability to the Commission, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return Commission Data to the Commission following the timeframe and procedure described further in this Contract. Should Contractor or the Commission determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the Commission's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

32. Reserved

33. Reserved

34. Reserved

- 35. Records Maintenance, Inspection, Examination, and Audit.** The Commission or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the Commission or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the Commission and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 36. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract



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Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the Commission or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the Commission of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the Commission to terminate this Contract under Section 22, Termination for Cause.

- 37. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence the Commission, any individual Commissioner, or Commission employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the Commission of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 38. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 39. Professional Ability of Contractor.** Commission has relied upon the professional training and ability of Contractor to perform the services in this Contract as a material inducement to enter into this Contract. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. All work by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
- 40. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform



CONTRACT STANDARD TERMS

the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

- 41. Unfair Labor Practice.** Under MCL 423.324, the Commission may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 42. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 43. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the Commission or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 44. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the Commission may immediately contract with a third party.
- 45. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the Commission's right to terminate the Contract.

- 46. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written Commission approval, and then only in accordance with the explicit written instructions of the Commission.



CONTRACT STANDARD TERMS

- 47. Website Incorporation.** The Commission is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 48. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. **NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE COMMISSION FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE COMMISSION, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.**
- 49. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 50. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 51. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

Contract Modification. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



SCHEDULE A – STATEMENT OF WORK

CONTRACT # 920, 210000000826

Voting Rights Act Legal Counsel

BACKGROUND

In accordance with the Michigan Constitution of 1963, Article IV, Section 6, an Independent Citizens Redistricting Commission (the “Commission”) shall adopt a redistricting plan in Michigan, not later than November 1 in the year immediately following the federal decennial census, for each of the following types of Michigan districts: state senate districts, state house of representative districts, and congressional districts. The Commission is requesting relief from the Michigan Supreme Court regarding the Constitutional deadlines, and shall engage with the contractor to promptly of modified deadlines if granted relief. The Commission intends to fulfill its constitutional duty to adopt a redistricting plan for each type of district even if relief is not granted.

This proposal and adoption of district lines (called “redistricting”) shall comply with the Voting Rights Act and other federal laws as well as conform with all criteria set forth in Article IV, Section 6 of the Michigan Constitution, and in particular Article IV, Section 6, subsection 13 of the Michigan Constitution.

The Commission is seeking Requests for Proposals (“CONTRACT”) from attorneys, law firms or other entities, to provide legal and advisory services specific to the analysis and application of the Voting Rights Act (“VRA”) and other state and federal laws applicable to redistricting, for the inaugural Commission. These legal and advisory services will aid the Commission in the proposal and adoption of redistricting plans, pursuant to the Michigan Constitution of 1963, Article IV, Section 6.

STATEMENT OF WORK

The required legal and advisory services may include, but will not be limited to, legal support to the Commission as well as Commission staff, attorneys and consultants regarding the redistricting process based on publicly available data, specifically as it relates to compliance with the federal Voting Rights Act and similar criteria outlined in Article IV, Section 6, subsection 13 of the Michigan Constitution of 1963.

The Contractor will be required to enter into a Legal Services Agreement for the work described in this CONTRACT. It is anticipated that work will begin as soon as practicable following the CONTRACT selection process and continue through approximately March 2022.

Contractor must have demonstrated expertise in the federal Voting Rights Act and the application of it in evaluating redistricting plans during a redistricting process. In addition, expertise with Michigan Election Law (Act 116 of 1954) and relevant federal and state case law are preferred. Participation in public meetings as requested by the MICRC is required.

Qualifications and responsibilities for the attorney, law firm or other entity are as follows below:

1. Perform all normal and customary duties required of special redistricting counsel in connection with legal issues related to the full range of redistricting activities.



SCHEDULE A – STATEMENT OF WORK

2. Work with and advise the Commission, its staff, attorneys and consultants with respect to legal issues (in particular pertaining to the Voting Rights Act) in connection with drawing new district boundaries and advise the Commission, its staff, attorneys and consultants as to the procedures, legality of documents, policy concerns and legal implications concerning redistricting activities.
3. Advise the Commission, its staff, attorneys and consultants regarding the requirements of State and Federal laws relevant to redistricting activities, and in particular demonstrate expertise and experience with Section 2 and Section 5 of the Voting Rights Act, and subsequent relevant cases.
4. Advise the Commission, its staff, attorneys and consultants of litigation risks associated with redistricting activities and approaches to limit such risks.
5. Participate in litigation or provide expert witness services related to compliance with the Voting Rights Act as well as state and federal laws. This legal support and defense of the redistricting plans approved by the Commission will be provided in consultation with the General Counsel of the Commission.
6. Attend various meetings and hearings, including but not limited to Commission public meetings and hearings when requested by Commission members or its staff or the Program Manager.

Contractors, subcontractors and employees must be in compliance with any applicable law or policy at all times, and if an attorney be in good standing with the State Bar of Michigan or their state licensing entity through the full contract term and any extensions. Contractor must possess the skill, experience, ability, background, certification and knowledge to provide the services described in this Contract on the terms and conditions describes herein.

1 Requirements

1.1 Key Deliverable One

Key expertise or desirable expertise to fulfill the Statement of Work above:

- (a) **Redistricting Expertise.** The attorney, firm or other entity must demonstrate experience and expertise in legal and advisory services specific to redistricting and the Voting Rights Act (“VRA”) to advise the Commission, its staff, attorneys and consultants.

Provide a description of demonstrated expertise and experience with redistricting, reapportionment districting and elections activities and subsequent relevant cases, including the following:

- i) Names of the public entities or private parties represented in redistricting matters, including experience representing public bodies, boards or commissions.



SCHEDULE A – STATEMENT OF WORK

- ii) The principle legal issues presented in each matter handled by the attorney, law firm or entity.
- iii) The outcome of the prior redistricting representation.
- iv) Any relevant published work.
- v) Specifically address demonstrated experience as it pertains to Section 2 and Section 5 of the Voting Rights Act.

Contractor must provide a detailed response for requirement(s):

To the Contractor's knowledge they are the only attorney in the United States to have the following experience:

- DOJ Voting Section senior trial attorney with national VRA Sections 2 and 5 redistricting review and analysis experience (2001-2005)
- VRA expert (VRA Sections 2, 4(f) 4, 5, and 203) for AZ Independent Redistricting Commission (2011-2021)
- Commission's consulting litigation expert in Harris v. AIRC
- Redistricting expertise endorsed by three-judge federal court and US Supreme Court, 993 F. Supp. 2d 1042 and 136 S. Ct. 1301, 100%
- DOJ Section 5 preclearance on first submission record
- Keynote speaker for multiple national organizations, university voting rights and redistricting guest lecturer and speaker
- Author of "Accessibility Issues for Poll Sites and Voters" in The Future of Election Administration (Macmillan, 2019) .
- Names of all public entity disclosable redistricting clients described herein.

- (b) **Michigan Election Law Expertise.** It is desirable that the attorney, firm or other entity demonstrate experience and expertise in Michigan Election Law.

Provide a description of demonstrated expertise and experience in advisory and legal services (if any) as it pertains to Michigan Election Law (Act 116 of 1954), including number of years' experience.

Contractor must provide a detailed response for requirement(s):

Contractor provided VRA Sections 2 and 5 legal advice and counsel for Allegan County, MI and a Michigan township (identity confidential at client's request). Provided VRA Sections 2 and 5 legal and advice and counsel for Clyde Township and Fennville through Allegan County. Provided VRA Sections 2 and 5 advice and counsel (pro bono) for prior Michigan Secretaries of State and State Election Director (Christopher Thomas) that also concerned DOJ enforcement and investigation. MI attorney client relationships also included advice



SCHEDULE A – STATEMENT OF WORK

about redistricting, VRA Section 203, and Michigan election law administration requirements such as polling place locations, poll worker training, and conduct of elections.

(c) **Cumulative Experience.** Provide a summary of why, based on previous experience, the Contractor is uniquely qualified to assume the role of Voting Rights Act Legal Counsel for the Commission.

Contractor must provide a detailed response for requirement(s):

Contractor's redistricting experience and expertise are unmatched: 2001-2002 redistricting cycle USDOJ Voting Rights Act redistricting review, analysis, and enforcement including USDOJ's Section 5 objection in Arizona, 2011-2012 cycle VRA expert for the Arizona Independent Redistricting Commission, consulting VRA expert in Harris v. AIRC where US Supreme Court upheld AIRC plans 9-0, successfully advising and working with states and local governments on their redistricting, 100% track record achieving USDOJ Section 5 preclearance on first submission, never losing a VRA court case, keynote speaker about VRA and redistricting, VRA guest lecturer at Harvard University, Auburn University, and University of Baltimore School of Law

1.2 Key Deliverable Two

Key operational requirements and inquiries to fulfill the scope of work above:

(a) **Key Personnel.** In the case of a law firm or other entity, identify the lead attorney or other attorneys, if any, who will be assigned to the work and the anticipated percentage of time for each. Attorneys shall provide their state identification numbers and attest that they are in good standing with the state licensing agency. If the contractor is not licensed to practice in the State of Michigan, provide information on local counsel that would be engaged or the process that would be used to select local counsel if direct representation becomes necessary, and whether their role is anticipated to be advisory or more substantive in nature.

Contractor must provide a detailed response for requirement(s):

Bruce Adelson, P37102, licensed to practice law in Michigan and in good standing with the State Bar of Michigan.

(b) **Motivations.** Provide a summary of why the attorney, firm or other entity seeks to serve the Commission.

Contractor must provide a detailed response for requirement(s):

Contractor has been involved and worked with independent redistricting commissions since 2000 when they were involved in the creation of the Arizona Independent Redistricting Commission through their DOJ analysis and Section 5 preclearance of its founding. At that



SCHEDULE A – STATEMENT OF WORK

time, Contractor researched redistricting commissions and consulted with redistricting experts about citizen based redistricting. Contractor has lectured and spoken about citizen redistricting at Harvard, Auburn and other institutions. Contractor has worked with the Commission through two redistricting cycles. Contractor is committed to citizen based redistricting and looks forward to using Contractor's unique experience to benefit Michigan's commission.

(c) **Disclosures.** Disclose the following;

- i) Previous legal services (paid or volunteer) by the attorney, firm, or other entity as it relates to redistricting, reapportionment, districting and elections activities provided to persons holding elective office, as well as partisan or non-partisan entities or organizations
- ii) Any monetary political contributions or donations made on behalf of the attorney, firm or other entity
- iii) Any monetary political contributions personally made by the attorneys listed in question 1.2(a).

Contractor must provide a detailed response for requirement(s):

- i) All previously described redistricting, VRA, voting and election work incorporated here by reference. In addition, Contractor has consulted (pro bono) with MALDEF, the Navajo and Hopi Nations about the VRA and redistricting. Contractor is currently working confidentially with a national advocacy organization to educate their staff about redistricting. Consulting expert for State of Louisiana in Hall v. State of Louisiana (MD LA and 5th Cir.) and for a state (Not Michigan) as undisclosed confidential consulting expert in a VRA Section 2, which we won.
- ii) None
- iii) To the best of Contractor's recollection: \$200 to Weld County Commissioner Steve Moreno (CO), \$100 to Jocelyn Benson (2018), \$30 to Joseph Biden (2020) and \$50 to A. Lee Kirk for District Court Judge (MI, approximately 1985)

(d) **Approach.** Provide a description of the approach of the attorney, firm or other entity to performing the responsibilities of Voting Rights Act Legal Counsel while remaining impartial, unbiased and non-partisan as set forth in Article IV, Section 6, Subsections 4 and 5 of the Michigan Constitution.



SCHEDULE A – STATEMENT OF WORK

Contractor must provide a detailed response for requirement(s):

Contractor does not and has never done any paid or pro bono partisan political election or voting work. Contractor works for states, counties, cities, and districts represented by elected officials regardless of party. During Contractor's tenure as AIRC VRA expert they provided equal, non-partisan advice and counsel to all Redistricting Commissioners regardless of party affiliation, D, R, and the Independent Chair. Contractor's approach is to offer and provide the benefit of their expertise through impartial, unbiased, non-partisan redistricting advice and counsel according to the law as Contractor's track record reveals, especially their record as VRA expert for the AIRC.

1.3 Training

The Contractor must explain its training capabilities and any training that is included in its proposal, if any.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.

List all exception(s):

Contractor must explain its training capabilities and any training that is included in its proposal:

Contractor has provided VRA, redistricting, voting and election law training for the Arizona Independent Redistricting Commission, The Election Center, AZ League of Cities and Towns, NV, CO, WA, and AZ Secretaries of State, multiple states and local governments and organizations such as NM Clerks Assoc., NCSL, Navajo Nation, AZ AG, Maricopa County, AZ, and more. VRA and redistricting training included in proposal.

2 Service Requirements

2.1 Timeframes

All Contract Activities must be delivered pursuant to work plans and internal deadlines set by the Commission. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.

List all exception(s):

Contractor must describe how they comply with the above requirement(s):



SCHEDULE A – STATEMENT OF WORK

Contractor has unmatched experience in the United States for providing redistricting advice, counsel, and consultation to redistricting commissions, states, and local jurisdictions. Contractor also has a 100% track record for redistricting legal success and on time redistricting work completion. Contract will use our unmatched expertise and experience to comply with the timeframes and workplans of this contract and of the Commission.

3 Reserved

4 Staffing

4.10 Contractor Representative

The Contractor must appoint one (1) contract administrator specifically assigned to the Commission account(s), who will respond to Commission inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Contractor must identify its Contract Administrator: Bruce Adelson	

4.11 Work Hours

The Contractor must provide Contract Activities during the Commission’s normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

4.12 Key Personnel

The Contractor must identify all Key Personnel who will be directly responsible for the day-to-day operations of carrying out the key deliverables of the Contract (“Key Personnel”). Key



SCHEDULE A – STATEMENT OF WORK

Personnel must be specifically assigned to the Commission account, be knowledgeable on the contractual requirements, and respond to Commission inquiries within 24 hours.

Contractor's Key Personnel are expected to be available to participate in all MICRC meetings virtual or in person.

The Commission has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the Commission of the proposed assignment, introduce the individual to the Commission's Program Manager, and provide the Commission with a resume and any other information about the individual reasonably requested by the Commission. The Commission reserves the right to interview the individual before granting written approval. In the event the Commission finds a proposed individual unacceptable, the Commission will provide a written explanation including reasonable detail outlining the reasons for the rejection. The Commission may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the Commission. The Contractor's removal of Key Personnel without the prior written consent of the Commission is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the Commission to be a material breach of this Contract, in respect of which the Commission may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the Commission, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the Commission as a result of any Unauthorized Removal. Therefore, Contractor and the Commission agree that in the case of any Unauthorized Removal in respect of which the Commission does not elect to exercise its rights under Termination for Cause, Contractor will issue to the Commission the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

- i. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the Commission and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.
- ii. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the Commission \$833.33 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$50,000.00 per individual.



SCHEDULE A – STATEMENT OF WORK

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the Commission that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the Commission’s option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.

List all exception(s):

1. The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following: Name and title of staff that will be designated as Key Personnel.
2. Key Personnel years of experience in the current classification.
3. Identify which of the required key personnel positions they are fulfilling.
4. Key Personnel’s roles and responsibilities, as they relate to this CONTRACT, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
5. Identify if each Key Personnel is a direct, subcontract, or contract employee.
6. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
7. List each Key Personnel staff member’s length of employment or affiliation with the Contractor’s organization.
8. Identify each Key Personnel’s percentage of work time devoted to this Contract.
9. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. % of Work Time	6. Physical Location
Bruce Adelson	38 yrs. lawyer/21 yrs. redistricting	Key Personnel, Prime	Bruce Adelson	100%	Maryland and Michigan as needed



SCHEDULE A – STATEMENT OF WORK

- A.** The Contractor must provide **detailed, chronological resumes** of all proposed Key Personnel, including a description of their work experience relevant to their purposed role as it relates to the CONTRACT utilizing the required resume template labeled as Appendix A
- Qualifications will be measured by education and experience with particular reference to experience on projects similar to that described in the CONTRACT.

Contractor must provide the resumes and information as required above –as an attachment to this CONTRACT labelled as Contractor-Resume.

See Appendix A

4.13 Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

Contractor must provide detailed information as required above – as an attachment to this CONTRACT labelled as Contractor- Org. chart

See Attachment – Organizational Chart

4.14 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Contractor must provide detailed information as requested in the above requirement(s).

The legal business name, address, telephone number of the subcontractor(s).	NA
A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities.	NA
The relationship of the subcontractor to the Contractor.	NA



SCHEDULE A – STATEMENT OF WORK

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	NA
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	NA
Of the total bid, the price of the subcontractor’s work.	NA
The subcontractor must provide detailed, chronological resumes of all proposed Key Personnel, including a description of their work experience relevant to their purposed role as it relates to the CONTRACT utilizing the provided template labeled as Appendix A. Qualifications will be measured by education and experience with particular reference to experience on projects similar to that described in the CONTRACT.	NA

4.15 Security

The Contractor may be subject to the following security procedures:

- Background Checks

The Commission may require the Contractor’s personnel to wear Commission issued identification badges for in person meetings.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Contractor must explain any additional security measures in place to ensure the security of the Commission and its facilities:	



SCHEDULE A – STATEMENT OF WORK

5 Project Management

5.10 Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 14 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
<p>Contractor must submit its project plan as described above:</p> <p>Contractor well understands the importance of community engagement and transparency in redistricting. Contractor's independent redistricting commission experience and work with a myriad of local governments reveal the extent of such engagement and the creation of a fulsome record, the existence of which was consistently referenced with approval by the courts in Harris v. AIRC. Project plans include close work with commissioners and staff, and mapping consultants, information sessions to discuss adoption of redistricting criteria, discussion of redistricting best practices, such as retaining communities of interest where legally possible, VRA requirements in depth, VRA analyses, including but not limited to RPV and election analysis plus retrogression and Gingles Section 2 analyses. Timelines depend upon mapping consultant selection and Census data release.</p>	

5.11 Meetings

The Contractor must be available to attend all Commission meetings through the contract term either virtually or in person. The Commission will give the vendor as much notice as practical however, in no circumstances less than 18 hours of when they will be required to participate.

The Commission may require attendance at other meetings or events, as it deems appropriate.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

5.12 Reporting



SCHEDULE A – STATEMENT OF WORK

In addition to submitting weekly status reports to the General Counsel of the Commission the Contractor should also identify other reports that would be helpful in accomplishing the Key Deliverables.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
<p>Contractor must explain its reporting capabilities and any reporting that is included in its proposal:</p> <p>Contractor has extensive experience with all reports, analyses, and memoranda concerning redistricting. For example, contractor has prepared or consulted with mapping consultants and demographers to prepare RPV reports, VRA Section 2 Gingles analyses, Gingles Senate factor reports, retrogression analysis, election result analyses, DOJ Section 5 submissions, and redistricting maps $\text{\textcircled{D}}$_</p>	
<p>Contractor must provide samples of required reports as attachments to this CONTRACT. List file names here.</p> <p>Most of the contractor’s past redistricting reports are attorney client privileged, protected from disclosure by state or federal law, or have been destroyed or archived. Contractor does provide samples of some publicly available non-exempt documents: Copy of benchmark LD 17; benchmark legislative districts - plan components; population data table; components report; and press release for public meetings.</p>	

6 Pricing

6.10 Price Term

Pricing is firm for the entire length of the Contract.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

6.11 Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The Commission may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the Commission deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that



SCHEDULE A – STATEMENT OF WORK

changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

7 Ordering

7.10 Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

8 Invoice and Payment

8.10 Invoice Requirements

All invoices submitted to the Commission must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

8.11 Payment Methods

The Commission will make payment for Contract Activities via EFT to the banking information established in your vendor account within SIGMA-Vendor Self-Service.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	



SCHEDULE A – STATEMENT OF WORK

8.12 Procedure

Invoices must be submitted to: Julianne Pastula, the General Counsel of the MICRC for review, approval and forwarding for payment to Suann Hammersmith, the Executive Director of the MICRC.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

9 Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the Commission and it would be impracticable and extremely difficult to fix the actual damage sustained by the Commission. Therefore, if there is late or improper completion of the Contract Activities the Commission is entitled to collect liquidated damages in the amount of \$50,000 and an additional \$1,000 per day for each day Contractor fails to remedy the late or improper completion of the Work.

<input checked="" type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	



SCHEDULE B - PRICING

Contract No. 920, 21000000826

Payment is set at \$425 per hour.

- Cost of secretarial and clerical employees utilized by Contractor is part of Contractor's agreed upon fee and such services will not be separately billed to the Commission. No other additional charges shall be allowed except by prior written permission from the Commission.
- Contractor will be compensated for legal services during travel in the performance of the services covered by this Contract.
- Contractor will be reimbursed for reasonable travel expense reimbursement for airfare, rental car, lodging accommodations and per diem utilizing current

[Travel Rates](#)

Total cost is not to exceed \$350,000.00 including travel costs

10% discount off hourly fee for payment within 15 days of invoice submission



APPENDIX A - RESUME

Federal Compliance Consulting LLC

Appendix A: 2018-2021 Projects at end of Resume

Bruce Adelson
Attorney at Law
11808 Becket Street
Potomac, MD 20854
301-762-5272

badelson1@comcast.net

badelsonfcc@verizon.net

Professional Experience:

Federal Compliance Consulting LLC
Potomac MD
President and CEO

2006 – Present

Bruce provides federal voting rights, election law, redistricting, federal compliance, diversity, implicit bias, and cultural awareness consultation, litigation, training, and educational programs for states, counties, municipalities, colleges, universities, hospitals, clinics, physicians, nurses, educators, state courts, judges, law enforcement officers, and other organizations.

Bruce is a Faculty Member in the Department of Family Medicine at Georgetown University School of Medicine and an Adjunct Professor of Law at University of Pittsburgh School of Law where he teaches implicit bias, organizational culture, civil rights, and cultural awareness. Mr. Adelson is a peer grant reviewer for the U.S. Department of Justice and ADA Consultant to the Idaho Supreme Court.

Our areas of expertise include:

- Redistricting;
- U.S. Department of Justice;
- The Voting Rights Act of 1965;
- Help America Vote Act;
- National Voter Registration Act;
- Uniformed and Overseas Citizens Absentee Voting Act;
- Organizational culture;
- Diversity, bias, tolerance, and inclusion;
- Accessibility for people with disabilities and limited English proficiency;
- Cultural competence and awareness;
- Civil rights and discrimination;



APPENIDIX A - RESUME

- Professional and creative writing;
- College and professional school admissions and personal essays;
- Federal investigations, enforcement, and expectations;
- Federal grants;
- Americans with Disabilities Act;
- Rehabilitation Act of 1973;
- CLAS Standards;
- Joint Commission;
- Affordable Care Act;
- HIPAA;
- Civil Rights Act of 1964;
- Title IX of the Education Amendments of 1972; and
- Fair Housing Act

Redistricting, the Voting Rights Act, Voting and Election Law Expertise:

Bruce Adelson has extensively advised and consulted with state, local, city, special district, school district, and community college district governments about all aspects of redistricting, including but not limited to Voting Rights Act and U.S. Constitution compliance, preparing redistricting plans, analyzing data, analyzing election results, conducting racially polarized voting analyses, legal and constitutional compliance, and community involvement and outreach in redistricting.

Unlike other redistricting consultants, we well understand the importance of community outreach and engagement in redistricting with unmatched expertise and experience. For example, Bruce advised the Arizona Independent Redistricting Commission on locations for community redistricting meetings around the State of Arizona, including but not limited to on Native American Reservations, about outreach to different groups and communities, and about how to provide language access to limited English proficient communities. Bruce's outreach advice has included providing in-person and video interpreters and translations for redistricting in such languages as, Spanish, Tagalog, American Sign Language, Vietnamese, Mandarin, Cantonese, Navajo, Hopi, Apache, and O'odham.

During the 2010-2011 redistricting cycle, Bruce was the Voting Rights Act expert for the Arizona Independent Redistricting Commission. He further consulted with Arizona municipalities, counties, public school, and community college districts on all aspects of their redistricting and similarly with states and other jurisdictions from Alaska to Maryland. He also assisted his clients with outreach, community meetings, and answering community questions about the redistricting process.

All of Bruce's Section 5 covered redistricting clients received DOJ Section 5 preclearance on first submission with no requests for additional information or other DOJ rejections. All court challenges to redistricting plans that Bruce prepared and/or analyzed were dismissed, such as the challenge to Arizona's statewide legislative redistricting plan by a three-judge court and the



APPENDIX A - RESUME

U.S. Supreme Court. All of Bruce's redistricting clients successfully implemented their redistricting plans.

As the Arizona Independent Redistricting Commission (AIRC) Voting Rights Act expert during the 2011 redistricting cycle, Bruce provided advice and guidance to the Commission, Commissioners, and Commission counsel concerning all aspects of redistricting, including legal guidance pursuant to Voting Rights Act Sections 2, 4(f)4, 5, and 203 and the U.S. Constitution. As the Commission's Voting Rights Act expert, Bruce reviewed and analyzed data and election returns for all Arizona counties. The U.S. Department of Justice precleared Arizona's 2011 legislative redistricting plans on first Section 5 submission for the first time in over 20 years.

Bruce was the AIRC's consulting expert in federal litigation challenging the Commission's legislative redistricting plan before a three-judge federal court and on direct appeal to the U.S. Supreme Court. The three-judge court upheld the Commission's redistricting plan and endorsed Bruce's advice to the Commission *Harris v. AIRC*, 993 F.Supp.2d 1042 (D. Ariz., 2014). In April 2016, the U.S. Supreme Court (136 S. Ct. 1301, 194 L. Ed. 2d 497 (2016)) unanimously upheld the plan's legality 9-0. In part, the Court held that when a state or local government draws a redistricting plan that keeps population deviations below 10%, the map is presumptively legal when "the population deviations were primarily a result of good-faith efforts to comply with the Voting Rights Act."

Bruce has given keynote voting & redistricting training and education presentations to many organizations such as the National Association of State Election Directors, National Conference of State Legislatures, National Association of Counties, International Municipal Lawyers Association, The Arizona League of Cities and Towns, Arizona Independent Redistricting Commission, Arizona State Bar, Arizona Attorney General, Arizona Secretary of State, Maricopa County, Texas District and County Attorneys Association, New Mexico County Clerks Association, Washington State Association of County Auditors, Tri-State (AZ, NM, UT) and Tri-County (Apache, Navajo, Coconino) Native American Language Election Information Conferences, Gila County's American Indian Voter Outreach Summit, the Navajo Nation, Hopi Tribe, and the Inter-Tribal Council of Nevada.

Redistricting, Voting Rights Act, and Voting Law Consultations Include but are not limited to:

- Nevada Secretary of State –Comprehensive federal voting and election law consultation, including NVRA, Voting Rights Act, HAVA, and UOCAVA, redistricting, observation of federal primary election polling place practices in several Nevada counties, and best practices recommendations.
- Washington Secretary of State – Voting Rights Act Section 203 minority language requirements, application to redistricting, and coverage for State of Washington and local jurisdictions.



APPENDIX A - RESUME

- Arizona Secretary of State – various provisions of the Voting Rights Act, including Section 203, Section 11(b) voter intimidation, and Sections 5 and 2 for redistricting.
- Arizona Governor and Department of Economic Security – NVRA Section Seven settlement with DOJ. Bruce conducted an in-house assessment and investigation and assisted Arizona in settlement negotiations with DOJ. The settlement is here: <https://www.justice.gov/crt/agreement-between-united-states-department-justice-and-arizona-department-economic-security>
- Alaska Lieutenant Governor and Director of Elections – Voting Rights Act Section 203 Alaska Native language requirements, and Voting Rights Act Sections 2 and 5 concerning redistricting.
- State of Arizona
- City of Globe, Arizona
- City of Phoenix, Arizona
- City of Los Angeles, California (for advocacy group)
- New York City, New York (for advocacy group)
- Allegan County, Michigan
- Navajo County, Arizona
- Yavapai County, Arizona
- Pinal County, Arizona
- Gila County, Arizona
- Mohave County, Arizona
- Greenlee County, Arizona
- Graham County, Arizona
- La Paz County, Arizona
- Western Arizona Vocational Education District
- Gila Community College, Arizona
- Ford County, Kansas
- Multiple confidential jurisdictions – states, counties, and municipalities

Bruce is consulting with jurisdictions for their 2020 redistricting, his third decennial Census redistricting cycle. He is the prime redistricting consultant for Navajo County (contract awarded in February 2021) and a sub-contractor consulting with the City of Peoria, AZ.

Expert Witness in Multiple Litigations including but not limited to:

- *State v. Linda Jane Minyard and State v. Michael Edwin Minyard*, Maricopa County Superior Court CR 2016-002415-001 and CR 2016-002416-001 (2016). State of Arizona prosecuted the Minyards for felony voter fraud and voting in elections in two states. Bruce Adelson was the testifying Voting Rights Act, voting and elections law, and



APPENDIX A - RESUME

Department of Justice expert for the Minyards. The case settled before trial. Defendants pleaded no contest to the lowest relevant misdemeanors.

- *Gray et al v. St. Louis City Board of Election Commissioners*, (E.D. Mo., 2016). Bruce Adelson was the consulting expert for two blind voters who sued the St. Louis Board of Election Commissioners. The Court granted a Temporary Restraining Order that directed local election officials "make touch-screen voting machines with audio and all other accessible voting technology available for persons with disabilities during the absentee voting period for the November 8, 2016 election." Recognizing the primacy of federal disability access law and blind voters' preference for touch-screen voting, the Court held that "... if disabled Missourians are denied the use of talking voting machines during the current absentee period, they will suffer irreparable harm in the form of a restriction on their fundamental voting rights." The Court's decision confirms the importance of ensuring that the voting and election process is "accessible" to disabled voters under federal law.
- *Hall v. State of Louisiana et al.*, 973 F.Supp.2d. 675 (M.D. La., 2013). Defendant State of Louisiana retained Bruce Adelson as an expert in redistricting. Mr. Adelson prepared an expert report. This case alleges Voting Rights Act Section 2 discrimination in how judges to the Baton Rouge City Court are elected. Trial in this case occurred in November 2014. Mr. Adelson testified at trial. In 2015, the Court found for the State of Louisiana, ruling in a case of first impression that election results from one election cycle are insufficient to prove Voting Rights Act Section 2 vote dilution.

Consulting expert in appeal to U.S. Fifth Circuit Court of Appeals – affirmed

- Bruce was the undisclosed consulting expert for a State in a Voting Rights Act Section 2 case where state law provided that a metropolitan charter cannot be adopted unless approved by both a majority of the qualified voters residing in the principal city in the county and a majority of the qualified voters residing outside the principal city in the county. This is referred to as the dual-majority voting requirement. In this case, the principal city has a major Black population. The U.S. District Court granted summary judgment for the State.
- *Nick, et al., v. City of Bethel, et al.*, Case No., 3:07-CV-00098-TMB, (D. Alaska). Defendant State of Alaska designated Mr. Adelson as its testifying and consulting expert in this case where plaintiffs alleged violations of the Voting Rights Act of 1965's language assistance requirements. In July 2008, he gave deposition testimony as an election law expert for the State of Alaska. Mr. Adelson did not testify in any court hearings. The case settled before trial.



APPENIDIX A - RESUME

U.S. Department of Justice

2000-2006

Civil Rights Division

Voting Section

Coordination and Review Section

Washington, D.C.

Senior Trial Attorney and Attorney Advisor

At DOJ, Bruce shared responsibility for enacting federal policy and enforcing federal laws including federal and voting laws, such as The Voting Rights Act, the Civil Rights Act of 1964 Titles VI and IX, and the Americans with Disabilities Act.

For example, Bruce approved for Federal Register publication the U.S. Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons.

Mr. Adelson's DOJ federal voting and election monitoring, observation, investigation, and enforcement experience includes but is not limited to:

- Lead attorney for election investigation, observation, and monitoring in New York City and various municipalities and counties in Illinois, Mississippi, Georgia, California, Pennsylvania, Arizona, and New Mexico.
- Lead attorney monitoring and investigating how dozens of cities, counties, and states across the country conduct and administer their elections and comply with federal law and election governance best practices. This work involved investigating complaints of discrimination, violations of federal voting and elections laws, implementing compliance and settlement agreements, conducting federal oversight and supervision of state and local governments, working with communities and advocacy organizations, and working closely with election officials at all levels of government.
- Team leader for DOJ's Section 5 review of Arizona's 2002 and 2003 legislative redistricting plans and 2002 Section 5 legislative district plan objection, Arizona's 2002 Congressional redistricting plan, New York City's 2003 City Council redistricting plan, Phoenix's 2002 City Council redistricting plan, dozens of redistricting plans for several counties, parishes, special districts, and cities in Texas, Alabama, Arizona, Mississippi, Louisiana, and South Carolina, and many other statewide and local voting changes across the United States.
- Lead attorney for the creation and enforcement and investigation of various Minority Language Election Information programs in Arizona, Colorado, New Mexico, New York, Nevada, and Texas.



APPENDIX A - RESUME

U.S. Department of Justice Litigation Experience Includes But is Not Limited to:

- United States v. State of Michigan, (E.D. Mich., 2000) – As lead counsel for the United States, negotiated consent decree that extended deadline for Michigan to accept overseas absentee ballots pursuant to The Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA);
- Arizona Minority Coalition for Fair Redistricting, et al. v. Arizona Independent Redistricting Commission, (D. Ariz., 2002) – As lead attorney for United States Department of Justice's review of Arizona's legislative and Congressional redistricting, guided court's imposition of 2002 interim legislative redistricting plan;
- Warren County, Virginia v. United States, (D. D.C., 2003) – As lead counsel for the United States, investigated and defended Warren County's attempt to bailout from Voting Rights Act's Section 5 provisions.

During his DOJ career, DOJ began its current polling place Americans with Disabilities Act (ADA) enforcement initiative. Bruce was involved in DOJ's first ADA polling place surveys and assessments in several counties and was involved in developing DOJ's original ADA polling place checklist to assess polling place accessibility compliance.

During his DOJ career, Bruce successfully completed training, available only to DOJ employees and conducted by the U.S. Department of Justice, including but not limited to the following: DOJ law enforcement education concerning the ADA, Voting Rights Act, Redistricting and Map Creation, Help America Vote Act, National Voter Registration Act, and Uniformed and Overseas Citizens Absentee Voting Act; and evaluating the structural accessibility of buildings and polling places pursuant to the ADA

At DOJ, Bruce was responsible for training various state, city and county governments about federal civil rights laws and discrimination. He was the Lead Attorney for DOJ's Civil Rights Division in New York City on 9/11.

Bureau of National Affairs

1998-2000

Washington, D.C.

Legal and political affairs reporter and editor

Bruce was a legal and political affairs reporter and editor. He wrote and edited articles about various court cases, regulatory matters, legal, and political affairs.



APPENIDIX A - RESUME

Bruce Adelson

1993-2000

Alexandria, VA

Solo Practice Attorney, Independent Contractor, Journalist, Teacher

Bruce began a career as a journalist and became a published author, resulting in the publication of the following: *The Composite Guide to Softball* (Chelsea House, 2000), *Brushing Back Jim Crow -The Integration of Minor League Baseball in the American South* (University of Virginia Press, 1999); *Grand Slam Trivia, Hat Trick Trivia, Slam Dunk Trivia and Touchdown Trivia* (Lerner Sports Trivia Series for Children, Lerner Publications, 1998); *The Minor League Baseball Book* (Macmillan, 1995) and contributing editor of *The Four Sport Stadium Guide* (Random House, 1994).

Bruce was a commentator for National Public Radio and CBS Radio and a reporter, with his works appearing in many publications, including: *The Atlanta Journal-Constitution*; *The Washington Post*; *Court Manager Magazine*; *Baseball America*; *Sport Magazine*; and *USA Today's Baseball Weekly*.

Bruce was a substitute teacher for Arlington County (VA) public schools, 1993-1999. Bruce practiced law in Virginia and the District of Columbia.

Brincefield, Hartnett and Associates

1988-1993

Alexandria, VA

Member of the Firm

Bruce practiced law in Virginia, Maryland, and the District of Columbia. Bruce represented clients and organizations in primarily plaintiffs' complex civil litigation in state and federal courts, including successful cases against three Roman Catholic Archdioceses for child sexual assault by clergy.

Litigation Includes But is Not Limited to:

McCutcheon v. Archdiocese of Washington, et al., (Montgomery County Circuit Court and Maryland Court of Special Appeals, 1988) – As lead appellate counsel, represented plaintiffs in suit where court established Maryland tort of clergy malpractice in a case of national first impression concerning child sexual assault by Roman Catholic clergy;



APPENDIX A - RESUME

Palisades Garden Unit Owners Association v. B.F. Saul, et al., (Arlington County (Virginia Circuit Court, 1989) – As co-counsel, represented plaintiffs in multi-million dollar condominium building defect litigation that ended with favorable settlement for plaintiffs;

Foley v. Green, 907 F. 2d 1137, (4th Cir.1990) – As co-counsel on appeal, represented plaintiff in case where court found various incidents of financial fraud and other improprieties and upheld sanctions against defendant;

Skyline Unit Owners Association v. Hyatt & Rhoads, et al., (Virginia Supreme Court, 1991) – As lead appellate counsel, represented plaintiffs in multi-million dollar legal malpractice and condominium building defect litigation;

Brincefield, Hartnett & Associates, P.C. v. Newbold, 425 S.E.2d 503 (Va., 1993) -As lead counsel, represented plaintiffs in case where Virginia Supreme Court outlined quantum of proof necessary to establish corporate existence at trial, reversed trial court verdict for defendants, and remanded with order for trial court to enter judgment for plaintiff.

Legal Services of Eastern Michigan

1984-1987

Flint, MI

Housing Attorney

Bruce was responsible for representing low income residents of Genesee and Lapeer Counties concerning Michigan Landlord Tenant Law, the National Housing Act, Section 8 Housing Regulations, and the U.S. Constitution.

Litigation in Genesee, Lapeer, and Bay County state courts and in the U.S. District Court for the Eastern District of Michigan

Created the Landlord Tenant Court Monitoring and Representation Program for the 67th District Court

Litigation Includes But is Not Limited to:

Christian v. Silver Maples Village, Ltd., et al., (E.D. Mich., 1986) – As lead counsel, represented plaintiff in case where court found arbitrary state action in operation of subsidized public housing complex and awarded judgment against local housing authority;

Hawley v. Flint Water Department, (E.D. Mich., 1986) – As lead counsel, represented plaintiff in case where defendant agreed to change unconstitutional water service shut-off policy;



APPENIDIX A - RESUME

Tasley v. Flint Housing Commission, (E.D. Mich., 1987) – As lead counsel, represented plaintiff in case where court entered a consent decree that mandated changes in local public housing program’s eviction procedures to comply with applicable federal law.

Education, Professional Licenses, and Awards:

The Johns Hopkins University 1976-1980
Baltimore, MD
BA, International Studies
Dean’s List

University of Pittsburgh School of Law 1980-1983
Pittsburgh, PA
JD
Moot Court Competition

Bruce is licensed to practice law in District of Columbia, Maryland, Michigan, and Virginia (inactive). He is licensed to practice before the U.S. District Courts for the Eastern and Western Districts of Michigan, the U.S. District Court for the Eastern District of Virginia, the U.S. Courts of Appeals for the Fourth and District of Columbia Circuits and the U.S. Supreme Court.

During Bruce’s DOJ career, the Attorney General of the United States twice recognized Bruce’s federal voting and election work, including redistricting, with “Special Achievement” Awards.

Bruce is the winner of the Library of Virginia’s Literary Award as author of *Brushing Back Jim Crow -The Integration of Minor League Baseball in the American South* (University of Virginia Press, 1999).

Projects Bruce Adelson has worked on from 2018-2021 –Appendix A

My specific work is confidential and protected by the attorney client privilege, work product doctrine, contract confidentiality provisions, federal court orders and docket management decisions, and confidentiality requirements pursuant to state law.



APPENDIX A - RESUME

I provide a representative sampling below of various projects over the past three years.

- State of Idaho – Idaho Supreme Court Americans with Disabilities Act consultation
- City of Loveland, CO
- Navajo Nation
- Powell et al v. Benson et al – Consulting and testifying expert
- Alissa Juech v. Children's Hospital of Wisconsin, 353 F.Supp.3d 773 (E.D. Wis. 2018)- testifying expert
- Miller v. The Christ Hospital, (S.D. Ohio, 2017)- testifying expert
- Patterson v. Community Health Systems Inc., et al (M.D. Ga.) – testifying expert
- Pascoe v. Oro Valley Hospital (D. Ariz.) – testifying expert
- Lotz v. Northwest Hospital – testifying expert
- Harter et al v. Carondelet – testifying expert
- The Southwest Fair Housing Council v. MorningStar Senior Management, LLC and MS Arrowhead, LLC d/b/a MorningStar at Arrowhead (D. Ariz.) – consulting expert
- Teaching and scholarship at Georgetown University School of Medicine and University of Pittsburgh School of Law

Author of **The Future of Election Administration – Cases and Conversations** (Macmillan, 2019) – Chapter Author – “Accessibility Issues for Poll Sites and Voters”

Various virtual and in-person speaking engagements, confidential and non-confidential

First Nations Voting Rights Conference – panel and keynotes

Memorial Sloan Kettering Cancer Center - CME

Georgetown University School of Medicine - CME

University of Pittsburgh School of Law - CLE

Healthy San Diego – keynote

Health Care Collaborative – Cincinnati – keynote

Auburn University and Cornell University – teaching and conference presentations



APPENDIX A - RESUME

Our Lady of Mercy Catholic Church – pandemic consultation

Blessed Sacrament Catholic Church Youth Ministry – implicit bias presentation

The Johns Hopkins University – online programs about implicit bias and Author Talk – Brushing Back Jim Crow

College and graduate school consulting



ORGANIZATIONAL CHART

Bruce Adelson is a former Senior Trial Attorney for the U.S. Department of Justice (DOJ), Civil Rights Division Voting Section. He is currently President and CEO of Federal Compliance Consulting LLC and provides redistricting, federal voting, and election law consulting and litigation services to local and state governments. Bruce has consulted with secretaries of state, state election directors, local jurisdictions and state governments, Native American Tribal governments, and public interest organizations concerning federal voting and election law.

During the 2011 redistricting cycle, Bruce was the Voting Rights Act expert for the Arizona Independent Redistricting Commission. Bruce performed all requested work concerning the Commission's legislative and congressional redistricting, including but not limited to Voting Rights Act advice and counsel and serving as consulting expert in *Harris v. AIRC*, 993 F.Supp.2d 1042 (D. Ariz., 2014, 136 S. Ct. 1301, 194 L. Ed. 2d 497 (2016)).

Bruce worked as part of a team of the Commissioners, mapping consultants and demographers, experts, and Commission counsel. Bruce looks forward to being able to do so for the Michigan Redistricting Commission. Bruce can also retain any desired sub-contractors requested by the Commission.

Bruce is the consulting and/or testifying expert in federal and state lawsuits alleging violations of multiple federal laws, such as The Voting Rights Act of 1965 and Americans with Disabilities Act. Bruce is the Voting Rights Act expert for the Arizona Independent Redistricting Commission.