

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

6132-2019

PURCHASING AUTHORITY NUMBER (If Applicable)

GOES-0690

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

O'Melveny & Meyers LLP

2. The term of this Agreement is:

START DATE

March 8, 2020

THROUGH END DATE

March 7, 2023

3. The maximum amount of this Agreement is:

\$596,000.00

Five Hundred Ninety-Six Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

O'Melveny & Meyers LLP

CONTRACTOR BUSINESS ADDRESS

Times Square Tower, 7 Times Square

CITY

New York

STATE

NY

ZIP

10036

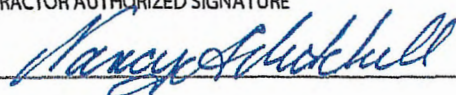
PRINTED NAME OF PERSON SIGNING

Nancy A. Mitchell

TITLE

Partner

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

3/30/2020

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

GOES-0690

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS

3650 Schriever Avenue

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Tabitha Stout

TITLE

Deputy Director of Finance & Administration

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

4.3.2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per Emergency Declaration 3428 per Gov.
Gavin Newsom 3/4/20

EXHIBIT A
STATEMENT OF WORK (SOW)

LEGAL SERVICES

1. AUTHORITY FOR CONTRACT

The Governor proclaimed a State of Emergency on March 4, 2020 in response to COVID-19 ("COVID-19 Emergency"). The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES," and O'Melveny & Myers, hereinafter referred to as "Contractor," enter into this Agreement pursuant to Government Code sections 12013 and 8550 et seq., the March 4, 2020 proclamation and subsequent executive orders, including Executive Order N-25-20, and Public Contracting Code sections 1102, for services directly related to the COVID-19 Emergency and response, which are necessary for the preservation of public health and safety.

2. SCOPE OF WORK

Contractor will provide legal services for matters relating to the COVID-19 Emergency and to (i) the acquisition (through lease, services agreements, purchase, or other legal process) of certain hospital assets in the bankruptcy cases of Verity Health Systems of California and its affiliated debtors (the "Verity Matters"), (ii) initial review and structuring of the potential acquisition or lease by the State of California of the California-based properties of the Motel 6 hotel chain (the "Motel 6 Matter - Phase 1"), (iii) the acquisition or lease by the State of California of the Motel 6 hotel chain (the "Motel 6 Matter - Phase 2"), (iv) the acquisition of any other assets or property related to the on-going public health crisis brought on by COVID-19 on which the Contractor is asked (and on which the Contractor agrees) to assist, including the acquisition or leasing of hotel brands, space, and real property, (v) other matters agreed to by Cal OES and the Contractor and (vi) matters ancillary or related thereto (subdivisions (iv) through (vi) hereafter known as the "Miscellaneous Matters").

3. TERM/PERIOD OF PERFORMANCE

- A. The term of this Agreement is from March 8, 2020, through March 7, 2023.
- B. Consistent with the terms and conditions of this Agreement, and upon mutual consent, Cal OES and the Contractor may execute written amendments, including extensions for time and budget amount.

4. BUDGETED AMOUNT

The Initial award of this Agreement shall not exceed \$596,000.00 and there is no obligation on Cal OES' part to utilize the entire amount.

The total amount payable under this Agreement for the Verity Matters is \$490,000.00.

The total amount payable under this Agreement for the expenses, including travel, related to the Verity Matters is \$25,000.00.

The total amount payable under this Agreement for the Motel 6 Matters - Phase 1 is \$75,000.00.

The total amount payable under this Agreement for the expenses, including travel, related to the Motel 6 Matters - Phase 1 is \$6,000.00.

The total amount payable under this Agreement for the Motel 6 Matters - Phase 2 will be agreed in an Addendum to this Agreement.

Miscellaneous Matters related to the COVID-19 Emergency may be added through an Addendum to this Agreement, for which the Parties will negotiate a flat fee or a capped fee for hourly billing, as appropriate.

5. MANDATORY QUALIFICATIONS

Contractor shall maintain all necessary licenses to perform the services pursuant to this Agreement.

6. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- B. Agree to adhere to legal cost and billing guidelines if designated by Cal OES through a written amendment to this Agreement;
- C. Adhere to case phasing of activities if designated by Cal OES through a written amendment to this Agreement;
- D. Submit and adhere to legal budgets as designated by Cal OES;
- E. The Contractor shall maintain legal malpractice insurance in an amount not less than \$4,000,000 for the State of California and its departments, including Cal OES;
- F. Submit to legal audits, bill audits and law firm audits if so requested by the agency. The audits may be conducted by employees or designees of Cal OES or by any legal cost-control provider retained by Cal OES for that purpose; provided, that such audits shall be limited to client papers and property (including bills related to the client matter);

- G. The Contractor shall not contract with any other person or entity to perform, in whole, or in part, the legal services required under this Agreement without the consent of Cal OES; provided, that the foregoing shall not apply to contract attorneys retained by the Contractor in the ordinary course;
- H. The Contractor shall not transfer, assign, convey, or encumber voluntarily, or by operation of law, any interest herein without the prior approval of Cal OES;
- I. The Contractor will keep Cal OES reasonably informed of significant development and as necessary to perform services. Contractor will consult with Cal OES as to progress and issues that arise.
- J. Contractor is providing only legal services as set forth in the Scope of Work, Paragraph 2, of this Exhibit.

7. CAL OES' RESPONSIBILITIES

- A. Cal OES will be candid and cooperative with Contractor and keep Contractor informed with complete, accurate and timely factual information, documents and other communications relevant to the services provided under this Agreement. Contractor may rely on these communications, without independent verification;
- B. Cal OES will assist Contractor by making business strategic and technical decisions appropriate to enable completion of the work and performance of the services.

8. TERMINATION OF AGREEMENT

- A. Cal OES may terminate this Agreement at any time with prompt written notice to the Contractor. In the event of such termination, Cal OES will pay all amounts due to the Contractor for all services rendered, expenses, and costs accepted or authorized prior to termination. If Contractor are attorneys of record in any proceeding, Cal OES agrees to promptly execute and return to Contractor the Substitution of Attorney Contractor provides to Cal OES.
- B. The Contractor may withdraw from representation at any time, except to the extent limited by applicable law or rules of professional conduct. If Contractor elects to withdraw, Cal OES will take reasonable steps to free Contractor from any obligation to perform further services, including execution of any documents necessary to complete Contractor's withdrawal. Notwithstanding such withdrawal, Cal OES will remain obligated to pay Contractor for all services rendered, expenses, and costs accepted or authorized prior to withdrawal or reasonably necessary thereafter.
- C. Contractor's representation of Cal OES will be considered terminated at the earliest of Cal OES's termination of Contractor's representation, Contractor's withdrawal from representation, or the substantial completion of Contractor's work for Cal OES,

which may be evidenced by a final bill or by a substantial period of inactivity not caused by Contractor's negligence or otherwise.

9. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below. Cal OES reserves the right to change the contract manager at any given time without an amendment and reserves the right to approve any substitutions of the Contractor. The contract manager for Cal OES is not authorized to make any commitments or make any changes which will affect the price, terms or conditions of this Agreement without a formal contract amendment.

For service related inquiries:

The California Governor's Office of Emergency Services		O'Melveny & Myers LLP	
NAME:	Alex Pal and Jennifer Bollinger Contract Manager	NAME:	Nancy A. Mitchell
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	ADDRESS:	Times Square Tower 7 Times Square New York, NY 10036
PHONE:	(916) 845-8543 (916) 845-8815	PHONE:	(212) 326-2127
EMAIL:	Alex.Pal@caloes.ca.gov Jennifer.Bollinger@caloes.ca.gov	EMAIL:	nmitchell@omm.com

For administrative Agreement inquiries:

The California Governor's Office of Emergency Services		O'Melveny & Myers LLP	
NAME:	Casey Granados Contract Division Chief	NAME:	Nancy A. Mitchell
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	ADDRESS:	Times Square Tower 7 Times Square New York, NY 10036
PHONE:	(916) 845-8174	PHONE:	(212) 326-2127
EMAIL:	casey.granados@caloes.ca.gov	EMAIL:	nmitchell@omm.com

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1.
2. Invoices shall be submitted **in triplicate** after services are rendered and shall include the following information:
 - A. Agreement No.
 - B. Contractor
 - C. Service
 - D. Itemized Cost
 - E. Invoice Date

Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

3. The Contractor will be reimbursed for actual incurred travel expenses based on the per diem rates used for State employees on receipt and approval of an Itemized Invoice. Travel reimbursement rates and applicable restrictions are identified on the Employee/Travel Reimbursement section of the California Department of Human Resources website:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

Travel reimbursement rates as identified by Cal HR can vary from year to year. Rates for future years will conform to Cal HR rates for the corresponding contract year.

4. Submit invoices to:

California Governor's Office of Emergency Services
Attention: Accounting Unit
3650 Schriever Ave.
Mather, CA 95655

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES, or offer an amendment to the Contractor to reflect the reduced amount.
7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B-1
COST SHEET**

1. Cal OES will reimburse Contractor for Contractor's actual out-of-pocket expenses. Contractor will not charge Cal OES the cost of advancing funds to these expenses. All reimbursable expenses must be supported by documentation at the time of billing.
2. Reimbursable ordinary expenses may include:
 - a. Postage
 - b. Messenger and courier service
 - c. In-house document reproduction at a rate of \$0.15 per page. The billing statement must contain a general description of documents copied, purpose, and number of copies made.
 - d. Long-distance telephone charges as they appear on the Contractor's bill.
 - e. Outgoing facsimile cost.
 - f. Travel expenses as set forth in Exhibit B and subject to applicable restrictions and per diem rates.
 - g. Reimbursable extraordinary expenses may include charges for which Contractor has obtained prior approval from State.
 - h. Contractor, because of continuous and ongoing nature of its services, will not be subject to the withholding from payment specified in section 10346 of the Public Contract Code.
3. Contractor will pay for legal services and expenses in accordance with the rates and budget provided in the following:

<u>Work</u>	<u>Matter</u>	<u>Budget</u>	<u>Firm Fixed Amount</u>	<u>Hourly Rate</u>
Expenses, including travel	Verity Matters	\$25,000.00	n/a	n/a
Expenses, including travel	Motel 6 Matter, Phase 1	\$6,000.00	n/a	n/a
"Verity Matters"	Verity Matters	n/a	\$490,000.00	n/a
"Motel 6 Matter - Phase 1"	Motel 6 Matter, Phase 1	n/a	\$75,000.00	n/a
Totals		\$31,000.00	\$565,000.00	

4. Fees are not contingent upon the outcome or completion of a matter.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) are hereby incorporated by reference and can be accessed by visiting the following links:

1. Non-IT Services General Terms and Conditions (Rev. 04/2017):

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>

2. Paragraph 4, Audit, of the Non-IT Services General Terms and Conditions (Rev. 04/2017) is limited to client papers and property (including bills related to the client matter);
3. Paragraphs 1 and 7 are stricken from the Non-IT Services General Terms and Conditions (Rev. 04/2017).
4. Notwithstanding any provision of this contract, including paragraph 5, Indemnification, of the Non-IT Services General Terms and Conditions (Rev. 04/2017), nothing herein shall (i) serve to expand Contractor's scope of professional responsibilities as set forth in the laws and canons of ethics, (ii) extend any statute of limitations governing any claim arising from Contractor's acts or omissions, or (iii) waive any claims or defenses that the Contractor may have against the State or any other party.

EXHIBIT D
FEDERAL TERMS AND CONDITIONS

1. REMEDIES

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

2. CLEAN AIR ACT

- A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- B. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. THE FEDERAL WATER POLLUTION CONTROL ACT

- A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- B. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. DEBARMENT AND SUSPENSION CLAUSE

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905)

are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by Cal OES. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Cal OES, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- E. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- F. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- G. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Partner Nancy A. Mitchell

Name and Title of Contractor's Authorized Official

Date: 3/30/2020

6. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide Cal OES, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the Cal OES and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.

EXHIBIT E
SPECIAL PROVISIONS

1. IDENTITY OF CLIENTS

Contractor will represent only Cal OES and the Office of the Governor of California, in connection with the scope of work set forth in Exhibit A. Unless expressly agreed in writing, Contractor will not be representing any related or affiliated or associated persons or entities or subsidiary instrumentalities of Cal OES or the Office of the Governor of California (collectively, "Affiliates"), or any of their respective officers, directors, agents, or employees (collectively, "Agents"), in connection with the scope of work set forth in Exhibit A. Contractor will not be precluded from representing other existing clients or future clients in legal matters relating or adverse to the Affiliates or Agents.

2. NO GUARANTEE OF OUTCOME

Contractor does not and cannot guarantee the outcome of any matter. Either at the commencement or during course of our representation, Contractor may express opinions, views or beliefs concerning claims or courses of action and the results that might be anticipated. Any such statement made by any representative of the Contractor is intended to be an expression of opinions, views and beliefs only, based on information available to us at the time, and should not be construed by Cal OES as a guarantee of any type.

3. E-MAIL COMMUNICATIONS

Contractor and Cal OES may exchange electronic versions of documents and e-mails using commercially available software. Despite using virus scanning software, neither Contractor nor Cal OES can guarantee that communications and documents will always be virus free or immune from invasions of expected privacy. Should use of encryptions, on e-mail or other communications, are preferred or required, Cal OES and Contractor will promptly advise the other in writing.

4. PUBLICITY

Contractor must obtain express written consent before making public reference to this representation consistent with ethical responsibilities to otherwise maintain confidences. Such reference includes mentioning on the Contractor website, statements of an attorney's experience, brochures, matter lists, or promotional material.

5. CONFLICTS AND OTHER INFORMATION

To allow Contractor to conduct a conflicts check, Cal OES represents that it has identified for Contractor all persons and entities that are or may become involved in the scope of

services set forth in Exhibit A, including all persons and entities that in any material respect are related, affiliated or associated with Cal OES, and other involved or potentially involved parties (such as other state agencies, the State of California, parent corporations, subsidiaries and other affiliates, officers, directors and principals). Cal OES also agrees that Cal OES will promptly notify Contractor if Cal OES becomes aware of any other persons or entities that are or may become involved in matters related to services provided under this Agreement. Cal OES agree to cooperate fully with Contractor and to provide promptly all information known or available to Cal OES that is relevant to our representation. Cal OES and Contractor have executed a separate letter agreement regarding conflicts the terms of which are incorporated herein by reference.

6. REGISTERED LIMITED LIABILITY PARTNERSHIP/LIMITATION ON LIABILITY

The Contractor is a law firm, the firm O'Melveny & Myers LLP. O'Melveny & Myers LLP is a California registered limited liability partnership, registered also as a foreign limited liability partnership in other jurisdictions in which domestic offices are located. As a result, with certain possible limited exceptions, none of which may be applicable, the partners, as distinguished from the partnership, by reason of being a partner or acting in the conduct of the business or activities of O'Melveny & Myers LLP, are not liable or accountable to Cal OES, directly or indirectly, including by way of indemnification, contribution, assessment, or otherwise, for debts, obligations, or liabilities of or chargeable to the firm or another partner, whether arising in tort, contract, or otherwise, that are incurred, created, or assumed by the firm.

7. DOCUMENT RETENTION AND DESTRUCTION

In the course of performing services under this Agreement, Contractor is likely to come into possession of copies or originals of documents or other materials belonging to Cal OES, the State of California, or otherwise constituting Clients records, such as correspondence, pleadings, transcripts, exhibits, physical evidence, and other items reasonably necessary to your representation (collectively, "Clients Materials"). Once the particular matter to which those Clients Materials relate has been concluded, Contractor will make arrangements either to return the Clients Materials to Cal OES, retain them in its storage facilities or dispose of them. If Cal OES does not request their return and in the absence of any other specific arrangements with Cal OES or legal requirements to the contrary, Cal OES agrees that Contractor may dispose of those Clients Materials consistent with any reasonable records retention policy that Contractor may have in effect from time to time. Moreover, unless Cal OES has sought the return of such Clients Materials within two years after the conclusion of the matter to which they relate, Contractor may destroy them and will be relieved of any responsibility to Cal OES with respect to them. If Contractor concludes that it would be inappropriate or impermissible to destroy all or any portion of these Clients Materials, Cal OES agrees that Contractor may return or deliver them to Cal OES, and Contractor will be relieved of any responsibility with respect to them. Contractor may retain copies if Contractor chooses. Cal OES agrees to pay the expense

of the return (or any other directed delivery) of Clients Materials. Cal OES also agrees to take possession (whether or not you take possession of other Clients Materials) of original documents, such as wills, investments, stock certificates, etc., whereupon Contractor will have no further responsibility for them.

Contractors' own files pertaining to the matter will not be delivered to Cal OES. Cal OES agrees that Contractor's firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyers' work product (such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports and mental impressions, prepared by us or for our internal use). Cal OES agree that our files remain our property and for various reasons, including the minimization of unnecessary storage expenses, or for no reason, Contractor may destroy or otherwise dispose of our files a reasonable time after the conclusion of the matter except as required by any federal provisions in Exhibit D and paragraph 4 of Exhibit C.

8. INSURANCE REQUIREMENTS

The Contractor, at its own expense, shall maintain Workers' Compensation Insurance in compliance with California Labor Code, section 3700, and General Liability Insurance, which must include personal injury coverage throughout the term of this Agreement.

The Contractor shall submit original Certificates of Insurance for both Workers' Compensation Insurance and General Liability Insurance and must show "occurrence" coverage. If a syndicate is used, the syndicate's name must be included.

In the case of Workers' Compensation Insurance, a certificate of consent to self-insure issued by the Department of Industrial Relations is also acceptable. Both types of Insurance must be issued by an insurer with a minimum Best Classification Rating of B + V, or equivalent as determined and deemed acceptable by the Department of General Services, Office of Risk and Insurance Management.

9. General Liability Insurance

The Contractor must maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy should include coverage for liabilities arising out of premises, operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy should contain an annual aggregate twice the occurrence limit of \$2,000,000. When a contractor operates more than one location, the aggregate limit of liability shall apply on a per location basis for all insured locations, which can be accomplished in one of the following manners:

- I. An individual policy for each Insured location or;
- II. By a singular policy providing aggregate limits of liability per location utilizing Insurance Services office endorsement **CG2504 Designated Location(s) General Aggregate Limit**, or equivalent policy amendment. This amendment is to specify a separate Designated Location General Aggregate Limit applicable to each designated location and that limit equal to the amount of the general Aggregate Limit shown in the policy Declarations.

10. Workers' Compensation

The Contractor shall maintain workers' compensation coverage in accordance with statutory law. Furthermore, the Contractor will provide employers' liability coverage in the following minimum amounts:

- I. Bodily injury by accident - \$1,000,000 each accident.
- II. Bodily injury by disease - \$1,000,000 per employee.
- III. Bodily injury by disease - \$1,000,000 policy limit.

The above coverage shall be maintained for all employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable.

11. Other Required Insurance Provisions

Certificate of Insurance must also contain all of the following provisions:

- I. In the event any of the above-described insurance coverage expires during the term of this Agreement, the Contractor agrees to provide to Cal OES at least thirty (30) calendar days prior to said expiration date, a new certificate of insurance evidencing coverage as provided for herein for not less than one (1) year or the remainder of the term of this Agreement, whichever is greater.
- II. Name and address of the insurance company, the policy number, and the beginning and ending dates of the policy.
- III. Statement requiring the insurer to provide written notice to Cal OES thirty (30) calendar days prior to cancelling the Contractor's policy.
- IV. Statement that Cal OES, its officers, agents, servants and employees are included as additional insured on the policy, but only insofar as the services under this Agreement are concerned.

- v. Statement that neither Cal OES, nor any of its agents, will be responsible for any premium or assessment on said policies. In the event Contractor fails to keep the Insurance coverage as herein prescribed in effect at all times during the term of this Agreement, Cal OES may, in addition to any other remedies it may have, terminate this Agreement effective the last day of insurance coverage.
- vi. The Contractor shall submit the certificate of insurance, **identifying the Agreement number**, to Cal OES at the following address:

California Governor's Office of Emergency Services
Attention: Contracts Unit
Contract Number 6132-2019
3650 Schriever Avenue
Mather, CA 95655

Note: To expedite processing, certificates may be faxed to: (916) 845-8303.

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 10/2019)

AGREEMENT NUMBER

6132-2019

AMENDMENT NUMBER

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME O'Melveny & Myers, LLP		2. FEDERAL I.D. NUMBER 95-1066597
3. AGENCY TRANSMITTING AGREEMENT California Governor's Office of Emergency Services (Cal OES)	4. DIVISION, BUREAU, OR OTHER UNIT Legal Services	5. AGENCY BILLING CODE 009112
6a. CONTRACT ANALYST NAME Dana Cook	6b. EMAIL dana.cook@caloes.ca.gov	6c. PHONE NUMBER (916) 845-8931

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ No ☐ Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES

Legal services for matters relating to the COVID-19 emergency

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Cal OES requires legal services for matters relating to the COVID-19 emergency and the acquisition (through lease, services agreements, purchase, or other legal process) of certain hospital assets in the bankruptcy cases of Verity Health Systems of California and its affiliated debtors. Additionally, Cal OES requires initial review and structuring of the potential acquisition or lease of the California-based properties of the Motel 6 hotel chain, the acquisition or lease of the Motel 6 hotel chain, and the acquisition of any other assets or property related to the on-going public health crisis brought on by COVID-19, which are necessary for the preservation of public health and safety.

10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☒ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____ or _____ %
☐ Reimbursement / Revenue
☐ Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input checked="" type="checkbox"/> General Fund	0690-001-0001	19/20	23	2019	\$596,000.00
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

OBJECT CODE

414-00

AGREEMENT TOTAL

\$596,000.00

OPTIONAL USE

Index: 1220

PCA: 69945

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$596,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE

\$596,000.00

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

Cathie Lockwood/Michelle Lewis

DATE SIGNED

4/3/2020

STATE OF CALIFORNIA

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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	03/08/2020	03/07/2023	\$596,000.00	Exempt
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 1				
TOTAL			\$596,000.00	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☒ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☐ Other (Explain) SCM Vol. 1, Section 5.80 Section A.3 (Presidential Major Emergency Declaration DR-4482)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)**15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)****16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?**

Market research

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☒ Not Applicable (Interagency / Public Works / Other DR4482)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☐ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

SIGNER'S NAME (Print or Type)

DATE SIGNED

Saagar Patel

4/13/20

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☒ Yes ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☐ Yes ☒ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☐ None on file ☐ No ☐ Yes ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses

B. STD 204 Vendor Data Record

☐ No ☒ Yes ☐ N/A☐ No ☒ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☐ Yes ☒ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

☒ No (Explain below) ☐ Yes _____ % of Agreement

Emergency Agreement - DVBE goals waived

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

NAME/TITLE (Print or Type)

DATE SIGNED

Saagar Patel/Contracts Unit Manager

4/13/20

STATE OF CALIFORNIA

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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60


In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Emergency Agreement based on Presidential Declaration and defined PCC § 1102 as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

Government Code Section 19130(b)(10), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

Cal OES requires emergency legal services in response to COVID-19, refer to Governor Newsom's Proclamation of a State Emergency dated March 4, 2020.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE(Print or Type) Saagar Patel	DATE SIGNED 4/3/20	
PHONE NUMBER (916) 845-8180	STREET ADDRESS 3650 Schriever Avenue		
EMAIL saagar.patel@caloes.ca.gov	CITY Mather	STATE CA	ZIP 95655