

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CONTRACT

This agreement is made and entered into this the 15th day of February, 2011, by and between Friedman Partners LLC, hereinafter referred to as "Consultant," and the Legislative Services Commission of the North Carolina General Assembly, hereinafter referred to as "Commission".

WITNESSETH

The Commission is in need of additional technical expertise related to the creation of disaggregation-ready delimited files to be used by the General Assembly and the public during the 2011 Redistricting process; and

WHEREAS, the Consultant employs Ben Friedman who has extensive experience working with raw State or local election data and the disaggregation of that data whose curriculum vitae is attached to this agreement as Exhibit A; and

WHEREAS, the Consultant agrees to provide services to the Commission through this individual, as these services are agreed to by the Consultant and the Commission; and

WHEREAS, the parties hereto desire to reduce the terms of their agreement to writing;

NOW, THEREFORE, for and in consideration of the promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. Key Personnel and Dual Employment

It is understood by both parties that Benjamin I. Friedman, hereinafter "Mr. Friedman", is the sole employee of the Consultant who the Commission considers capable of accomplishing the work to be performed under this agreement. As such, Ben Friedman is "key personnel" and the Consultant shall not substitute key personnel assigned to the performance of this agreement without prior written approval by the Commission. All key personnel are subject to the requirements of Paragraphs 11 and 12 (Legislative Confidentiality and State Ethics Law) of this agreement. Key personnel shall work on-site at the General Assembly or at a location approved by the Contract Administrator. Key personnel shall work exclusively at the direction and control of the Contract Administrator.

The Consultant agrees that it will not assign Mr. Friedman to any other project, work or undertaking during the term of this agreement. Mr. Friedman agrees he will not engage in any other project, work or undertaking, whether for pay or otherwise, during the term of this agreement, unless approved in writing by the Commission.

2. Performance and Scope of Work

The Consultant hereby agrees to perform the following tasks in a manner satisfactory to the Commission and consistent with this agreement and as directed by the Contract Administrator:

Friedman's
FRIEDMAN Redistricting 2011/02/01
3/10/11

- a. Obtain raw state or county-based data files from the North Carolina State Board of Elections for the following datasets:
 - i. 2004 Election Returns
 - ii. 2010 Election Returns
 - iii. 2010 Voter Registration
 - b. Process the raw data into statewide VTD or precinct-based tables with the target field layout.
 - c. Reconcile the VTD or precinct-based tables with the precinct geography keys.
 - d. Consult regularly with the Contract Administrator regarding any difficulties encountered with the data.
 - e. Create a final product that will be disaggregation-ready delimited files that have been checked for accuracy.
 - f. Provide a basic outline of the processing steps and Quality Control methods.
- There are three main datasets he will be working on:
- g. Other tasks as determined by the Contract Administrator.

3. Governing Law

This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

4. Situs

The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

The situs of this agreement notwithstanding, the Commission understands and agrees that the work performed under this agreement may be performed outside of Wake County, North Carolina.

5. Contract Period

The Consultant agrees that services under this agreement are to commence on 1 February 2011 and shall be completed on or before March 31, 2011, unless extended or terminated as provided herein.

6. Independent Contractor

The Consultant shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Consultant shall save the Commission harmless from any and all claims, demands, or causes of action that may be asserted due to the production activity of the Consultant under this contract. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Commission or the Legislative Services Office.

7. Subcontracting

Work proposed to be performed under this contract by the Consultant shall not be subcontracted to any other party, without prior written approval of the Commission.

8. Termination and Default

- (A) Mutual Termination. – Upon mutual written agreement of the Commission and the Consultant, the contract may be terminated at any time.
- (B) Commission Termination. – The Commission has the right to terminate the contract at its discretion with 10 days written notice to the Consultant. In the event of termination, the Consultant will be paid an amount of commensurate with work satisfactorily completed up to the date of termination. In the event that the Consultant has received funds in excess of the amount commensurate with work completed or expenses incurred, the Consultant shall repay the excess funds to the Oversight Commission.
- (C) Consultant failure to perform. – If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this agreement, the Commission shall thereupon have the right to terminate this contract by giving written notice to the Consultant and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Consultant shall, at the option of the Commission, become the property of the Commission, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Consultant shall be relieved of liability to the Commission for damages sustained by the Commission by virtue of any breach of this agreement, and the Commission may withhold any payment due the Consultant for the purpose of setoff until such time as the exact amount of damages due the Commission from such breach can be determined. In case of default by the Consultant, the Commission may procure the services from other sources and hold the Consultant responsible for any cost occasioned thereby.
- (D) Liability of Consultant. – In the case of termination or default, the Consultant's liability shall not exceed the total contract amount.
- (E) Force Majeure. – Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado or other catastrophic natural event or act of God.

9. Bankruptcy

Upon the filing for bankruptcy or insolvency by or against the Consultant, the Commission may terminate the contract, and the provisions of paragraph entitled "Termination and Default" shall apply.

10. Availability of Funds

The payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Commission for the purposes set forth in this agreement. The Commission agrees that if sufficient funds are not allocated or appropriated to the Commission for the purposes set forth herein, then the Consultant shall be relieved of any obligations under this agreement and shall not be liable for delivering any services under this agreement.

11. Confidentiality

The Consultant agrees to protect the confidentiality of any files, data, or other materials provided by the Commission and to restrict their use to the purpose of performing the contract. The Consultant shall comply with the provisions of Article 17 of Chapter 120 of the North Carolina General Statutes regarding confidentiality between the Consultant and members of the General Assembly. For the purposes of this contract, the Consultant and Mr. Friedman shall each be considered a "legislative employee" as defined G.S. 120-129(2).

12. Ethics Standards for Legislative Employees

The Consultant understands that Mr. Friedman is subject to the Ethical Standards for Covered Persons contained in Article 4 of Chapter 138A of the General Statutes. The Consultant further agrees that Mr. Friedman will participate in an ethics and lobbying education program, as required under G.S. 139A-14, before March 31, 2011. Participation in such program shall be compensable under this agreement. Failure by Mr. Friedman to participate in an ethics and lobbying education program shall be grounds for termination of this agreement.

13. Care of Property

The Consultant agrees to be responsible for the proper custody and care of any files or other property furnished by the Commission. The Consultant shall take all steps necessary to safeguard any property, including data, files, reports, or other information from loss, destruction, or erasure. Any costs or replacement expenses, or damages resulting from the loss shall be borne by the Consultant when the loss occurred through the Consultant's negligence.

14. Copyright

No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

15. Access to Persons and Records

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Consultant shall retain all records for a period of three years following completion of the contract.

16. Transfer or Assignment

The contract shall not be transferred or assigned to a third party.

17. Compliance with Laws

The Consultant shall comply with all laws, ordinances, codes, rules, regulations and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction or authority.

18. Equal Opportunity Statement

The nondiscrimination clause contained in Section 202 Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, age or national origin, and the rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The program for Employment of the Handicapped (Affirmative Action) Regulations issued by the Secretary of Labor of the United States in Title 20, Part 741, Chapter VI, Subchapter "C" of the Code of Federal Regulations, pursuant to the provisions of Executive Order 11758 and Section 503 of the Federal Rehabilitation Act of 1973, are incorporated herein.

19. Worker's Compensation Insurance

The Consultant shall obtain, pay for, and keep in force, for the duration of the contract, Worker's Compensation insurance, as required by the laws of North Carolina, covering all of the Consultant's employees engaged in any work under this agreement unless the Consultant qualifies for an exemption under North Carolina law.

20. Additional Contract Expenses

The contract is not a time and materials agreement. Any expenses of the Consultant in addition to those contracted for, or above the contract amount, are the sole responsibility of the Consultant.

21. Advertising

Consultant agrees not to use the results or existence of the contract, or the products produced pursuant to the contract as a part of any news release or commercial advertising without the prior written approval of the Commission.

22. Contract Schedule

The Commission shall make payments to the Consultant for services provided by Mr. Friedman as provided below:

- (A) For hours worked at the rate of \$45 per hour.
- (B) All payments shall be subject to the approval of the Contract Administrator. The Consultant shall submit an invoice for all time worked to the Contract Administrator. If approved by the Contract Administrator, the Contract Administrator shall submit the invoice for payment to the Legislative Financial Services Division of the Legislative Services Office. Payment shall be made within 10 days of the submission of an approved invoice to the Financial Services Division.
- (C) Invoices submitted shall be for the gross amount due. Consultant represents that it will be responsible for all applicable taxes associated with work performed under this agreement.

23. Contract Administrators

Mr. Dan Frey, Senior Geographic Information- Redistricting Analyst Programmer, Information Systems Division, is designated the Contract Administrator for the Commission. The Contract Administrator shall be responsible for ensuring the Consultant's conformance with the terms, conditions, and performance specifications as set forth in this contract, and an evaluation of the Consultant's performance.

24. Amendment

This contract may be amended only by written amendments duly executed by the Consultant and the Legislative Services Commission.

25. Entire agreement

This contract, including any documents or exhibits incorporated specifically by reference, represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

26. Notice

Any notice under this contract to the Commission shall be sufficient if mailed to the Contract Administrator as indicated below:

Dan Frey
Information Services Division
300 N. Salisbury Street
Raleigh, NC 27602-5925

Any notice under this contract to the Consultant shall be sufficient if mailed to the contractor as indicated below:

Ben Friedman
3900 16th Street NW, Apt. 412
Washington, D.C. 20011

27. Applicability of terms

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.

28. General Indemnity

The Consultant shall hold and save the State of North Carolina, its officers, agents, and employees harmless from liability of any kind, including liability from all claims and losses accruing to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing to any person, firm, or corporation that may be injured or damaged by the Consultant in the performance of this contract and that are attributable to the negligence or

intentionally tortious acts of the Consultant or anyone employed or retained by the Consultant if the Consultant is notified in writing that the State has knowledge of a claim within 30 days after the State acquires actual knowledge of the claim. The Consultant represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of the services of the Consultant to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

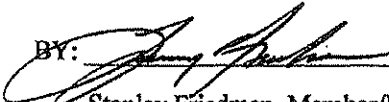
The parties have executed this agreement effective the day and year first above written.

FOR FRIEDMAN PARTNERS, LLC

WITNESS:




BY:



Stanley Friedman, Member/Manager
Lawrence D. Friedman

FOR BENJAMIN I. FRIEDMAN

WITNESS:



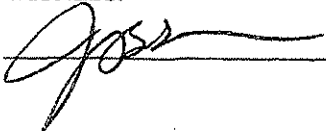
BY:



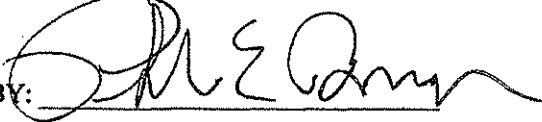
Benjamin I. Friedman

FOR THE LEGISLATIVE SERVICES COMMISSION

WITNESS:



BY:

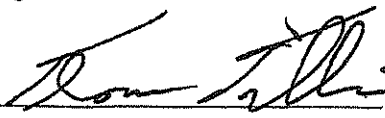


Senator Philip E. Berger, Co-chair
Legislative Services Commission

WITNESS:

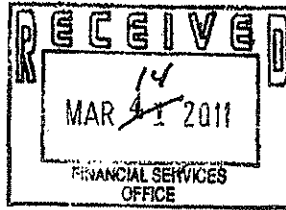


BY:



Representative Thom Tillis, Co-chair
Legislative Services Commission

Friedman Partners LLC. ✓
 P.O. Box 609
 Grayling, Michigan 49738-0609



Date 2/25/2011
 Invoice # 2008-50

Bill To
 North Carolina State Legislature
 Dan Frey

Ship To
 Information Services Division
 300 N. Salisbury Street
 Raleigh, NC 27602-5925

ENTERED

P.O. #
 Terms

Ship Date 2/25/2011
 Due Date 3/10/2011
 Other

Item	Description	Qty	Price	Amount
Consultation ...	2/1/2011 Initial consultation	8	45.00	360.00
Consultation ...	2/13/2011 2004 Election data processing	3.5	45.00	157.50
Consultation ...	2/14/2011 2004 Election data precissing	7.5	45.00	337.50
Consultation ...	2/15/2011 2004 Election data processing/verification	9	45.00	405.00
Consultation ...	2/16/2011 2010 Eelction data processing	6	45.00	270.00
Consultation ...	2/17/2011 2010 Election data processing/verification	2	45.00	90.00
Consultation ...	2/17/2011 Voter registration processing	5	45.00	225.00
Consultation ...	2/21/2011 Voter registration processing	6	45.00	270.00
Consultation ...	2/22/2011 Voter registration processing	3	45.00	135.00
Consultation ...	2/23/2011 2004 Election data processing/2006 Election data processing	7.5	45.00	337.50
Consultation ...	2/24/2011 2008 Election data processing/verification	5.5	45.00	247.50
Consultation ...	2/25/2011 2008 Election data processing and vote history processing	7	45.00	315.00
Consultation ...	2/26/2011 Vote history processing	2	45.00	90.00

INVOICE # 2008-50
 AMOUNT DUE 3-21-11
 ACCT. 532199 1211008000
 Kamm

0101 532199 1211008000
 Misc Redistricting
 CONTACTS
 3/14/11

Subtotal \$3,240.00
 Sales Tax (0.0%) \$0.00
 Total \$3,240.00
 Payments/Credits \$0.00
 Balance Due \$3,240.00

Friedman Partners LLC.
 lfriedman@friedmanpartners.net

317-501-4671

Handwritten signature
 All work completed per Dan Frey