

AGREEMENT
between
THE SUPREME COURT OF VIRGINIA,
OFFICE OF THE EXECUTIVE SECRETARY
and
BERNARD N. GROFMAN

This Agreement is made on November 18, 2021, by and between the Office of the Executive Secretary of the Supreme Court of Virginia (hereinafter “OES”) and Bernard N. Grofman (“Professor Grofman” or “the Special Master”), who has been appointed by the Supreme Court of Virginia to serve as a Special Master for Virginia’s 2021 decennial redistricting. The Parties agree to the following:

1. **Purpose of Agreement:** This Agreement confirms the scope and terms of engagement of Professor Grofman who shall serve as one of two Special Masters pursuant to the Redistricting Appointment Order.
2. **Scope of Services:** Professor Grofman has been selected because of his particular expertise and experience relevant to redistricting. Professor Grofman agrees to serve as a Special Master working under the direction of the Court using his expertise in assisting the Court in drawing a redistricting map for each of the following: the Virginia Senate, the Virginia House of Delegates, and for Virginia’s representatives to the United States House of Representatives, pursuant to the terms of the Redistricting Appointment Order, the terms of which are hereby incorporated herein by reference.
3. **Conflicts of Interest:** Professor Grofman certifies that he has no conflicts of interest and, in drawing redistricting maps for Virginia, will communicate only with those identified in the Redistricting Appointment Order. Professor Grofman further certifies that he has not been convicted of a felony, has not been charged with academic misconduct, and is not the subject of any ongoing investigation for civil or criminal misconduct.
4. **Compensation:** The Parties agree to compensate Professor Grofman at the hourly rate of \$450.00 per hour, plus all reasonable out-of-pocket costs incurred in connection with the services provided pursuant to this Agreement (*e.g.*, airfare, hotel, car rental, copying of documents, telephone calls, postage, and shipping, etc.) including the cost not to exceed \$50 per hour for a research or office assistant. Professor Grofman agrees to

submit weekly billing statements to OES, Attn. Karl Hade, Executive Secretary, Supreme Court of Virginia, 100 N. 9th Street, 3rd Floor, Richmond, Va. 23219. These weekly billing statements shall indicate the specific services rendered during the billing cycle, the number of hours expended during the billing cycle, and all reimbursable costs incurred during the billing cycle.

5. **Independent Contractor:** In all legal respects, the Special Master shall be an independent contractor and not an agent, servant, or employee of the Court or OES. Any and all claims that may arise under the Virginia Workers' Compensation Act, or any other applicable workers' compensation law, on behalf of the Special Master or his employees, contractors, servants, or agents while engaged in any work related this contractual relationship shall be the sole obligation and responsibility of the Special Master.

6. **Nonpolitical Role:** The Special Master shall serve as a neutral, quasi-judicial officer pursuant to the terms of the Redistricting Appointment Order. As long as the Special Master is serving in this role, the Special Master shall not simultaneously serve in any political role with any person or entity relating directly or indirectly to the specific subject of this Agreement and Order.

7. **Confidentiality:** As required by the Redistricting Appointment Order, the Special Master shall maintain strict confidentiality of all work and data related to the establishment of districts pursuant to this Agreement. The Special Master shall also ensure that his staff agree to be subject to the confidentiality requirements set forth in this Agreement and in the Redistricting Appointment Order. Research and information about work performed pursuant to this Agreement shall not be shared with any third party without the express authorization of the Court. Upon request, the Special Master may be granted permission to consult with specific individuals employed by the Virginia Division of Legislative Services subject to the requirements of this Agreement and any further requirements the Court may impose, including requiring individuals employed by the Virginia Division of Legislative Services to sign a written confidentiality agreement.

8. **Data Ownership and Destruction:** All redistricting and mapping data, reports, memoranda, or related records created by the Special Master or his staff shall be the property of the Court and shall not be shared with any third party in draft or final form in any way unless specifically authorized by the Court. The Special Master agrees that the Court may use, retain, destroy, or publish all redistricting data and records, including all electronic data

and records, within the sole discretion of the Court.

9. **Term:** The term of this Agreement shall be sixty days or sooner, at the Court's discretion, commencing November 18, 2021. This agreement may be renewed and extended for up to two successive sixty-day periods upon the further written agreement of the Parties.

10. **Deliverables:** Consistent with the terms of the Redistricting Appointment Order, both Special Masters shall work together in good faith to submit to the Court a single map establishing districts for the Virginia House of Delegates and a single map establishing districts for the Senate of Virginia a single map for establishing districts for Virginia's representatives to the United States House of Representatives. Upon review of these proposed maps, the Court may require, by written order, the submission of revised proposals.

11. **Termination:** This Agreement may be terminated by the Court at any time, upon the delivery to the Special Master, written notice of termination five days in advance of the termination date. Upon termination, all of the Special Master's work product, notes, maps, drafts, and any software purchased for this project, will be delivered to OES, and the Special Master will be paid for any work and expenses incurred but not already compensated.

12. **Entire Agreement:** This Agreement supersedes any and all other agreements or obligations, either oral or in writing, between the parties, and no other agreement or promise relating to the subject matter of this Agreement that is not contained herein shall be binding or valid.

The parties certify that they are authorized to enter this Agreement as evidenced by their signatures below.

Supreme Court of Virginia
Office of the Executive Secretary

Karl R. Hade 11/19/2021

Karl R. Hade
Executive Secretary

Date

Bernard N. Grofman

Bernard N. Grofman 11/18/2021

Bernard N. Grofman

Date

AGREEMENT
between
THE SUPREME COURT OF VIRGINIA,
OFFICE OF THE EXECUTIVE SECRETARY
and
SEAN P. TRENDE

This Agreement is made on November 18, 2021, by and between the Office of the Executive Secretary of the Supreme Court of Virginia (hereinafter “OES”) and Sean P. Trende (“Mr. Trende” or “the Special Master”), who has been appointed by the Supreme Court of Virginia to serve as a Special Master for Virginia’s 2021 decennial redistricting. The Parties agree to the following:

1. **Purpose of Agreement:** This Agreement confirms the scope and terms of engagement of Mr. Trende who shall serve as one of two Special Masters pursuant to the Redistricting Appointment Order.
2. **Scope of Services:** Mr. Trende has been selected because of his particular expertise and experience relevant to redistricting. Mr. Trende agrees to serve as a Special Master working under the direction of the Court using his expertise in assisting the Court in drawing a redistricting map for each of the following: the Virginia Senate, the Virginia House of Delegates, and for Virginia’s representatives to the United States House of Representatives, pursuant to the terms of the Redistricting Appointment Order, the terms of which are hereby incorporated herein by reference.
3. **Conflicts of Interest:** Mr. Trende certifies that he has no conflicts of interest and, in drawing redistricting maps for Virginia, will communicate only with those identified in the Redistricting Appointment Order. Mr. Trende further certifies that he has not been convicted of a felony, has not been charged with academic misconduct, and is not the subject of any ongoing investigation for civil or criminal misconduct.
4. **Compensation:** The Parties agree to compensate Mr. Trende at the hourly rate of \$450.00 per hour, plus all reasonable out-of-pocket costs incurred in connection with the services provided pursuant to this Agreement (*e.g.*, airfare, hotel, car rental, copying of documents, telephone calls, postage, and shipping, etc.) including the cost not to exceed \$50 per hour for a research or office assistant. Mr. Trende agrees to submit weekly billing

statements to OES, Attn. Karl Hade, Executive Secretary, Supreme Court of Virginia, 100 N. 9th Street, 3rd Floor, Richmond, Va. 23219. These weekly billing statements shall indicate the specific services rendered during the billing cycle, the number of hours expended during the billing cycle, and all reimbursable costs incurred during the billing cycle.

5. **Independent Contractor:** In all legal respects, the Special Master shall be an independent contractor and not an agent, servant, or employee of the Court or OES. Any and all claims that may arise under the Virginia Workers' Compensation Act, or any other applicable workers' compensation law, on behalf of the Special Master or his employees, contractors, servants, or agents while engaged in any work related this contractual relationship shall be the sole obligation and responsibility of the Special Master.

6. **Nonpolitical Role:** The Special Master shall serve as a neutral, quasi-judicial officer pursuant to the terms of the Redistricting Appointment Order. As long as the Special Master is serving in this role, the Special Master shall not simultaneously serve in any political role with any person or entity relating directly or indirectly to the specific subject of this Agreement and Order.

7. **Confidentiality:** As required by the Redistricting Appointment Order, the Special Master shall maintain strict confidentiality of all work and data related to the establishment of districts pursuant to this Agreement. The Special Master shall also ensure that his staff agree to be subject to the confidentiality requirements set forth in this Agreement and in the Redistricting Appointment Order. Research and information about work performed pursuant to this Agreement shall not be shared with any third party without the express authorization of the Court. Upon request, the Special Master may be granted permission to consult with specific individuals employed by the Virginia Division of Legislative Services subject to the requirements of this Agreement and any further requirements the Court may impose, including requiring individuals employed by the Virginia Division of Legislative Services to sign a written confidentiality agreement.

8. **Data Ownership and Destruction:** All redistricting and mapping data, reports, memoranda, or related records created by the Special Master or his staff shall be the property of the Court and shall not be shared with any third party in draft or final form in any way unless specifically authorized by the Court. The Special Master agrees that the Court may use, retain, destroy, or publish all redistricting data and records, including all electronic data

and records, within the sole discretion of the Court.

9. **Term:** The term of this Agreement shall be sixty days or sooner, at the Court's discretion, commencing November 18, 2021. This agreement may be renewed and extended for up to two successive sixty-day periods upon the further written agreement of the Parties.


10. **Deliverables:** Consistent with the terms of the Redistricting Appointment Order, both Special Masters shall work together in good faith to submit to the Court a single map establishing districts for the Virginia House of Delegates and a single map establishing districts for the Senate of Virginia a single map for establishing districts for Virginia's representatives to the United States House of Representatives. Upon review of these proposed maps, the Court may require, by written order, the submission of revised proposals.

11. **Termination:** This Agreement may be terminated by the Court at any time, upon the delivery to the Special Master, of written notice of termination five days in advance of the termination date. Upon termination, all of the Special Master's work product, notes, maps, drafts, and any software purchased for this project, will be delivered to OES, and the Special Master will be paid for any work and expenses incurred but not already compensated.

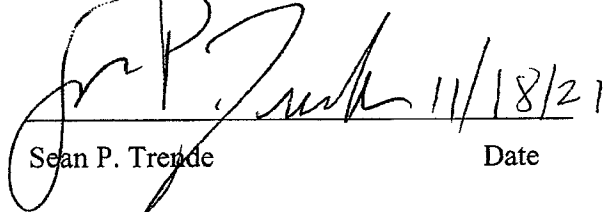
12. **Entire Agreement:** This Agreement supersedes any and all other agreements or obligations, either oral or in writing, between the parties, and no other agreement or promise relating to the subject matter of this Agreement that is not contained herein shall be binding or valid.

The parties certify that they are authorized to enter this Agreement as evidenced by their signatures below.

Supreme Court of Virginia
Office of the Executive Secretary


Karl R. Hade Date
Executive Secretary

Sean P. Trende


Sean P. Trende Date