

**EXHIBIT A**  
**SCOPE OF WORK**

The California Citizens Redistricting Commission (Commission) was established by the Voters FIRST Act, approved by voters November 2008, amending California Constitution Article XXI and establishing the Commission as the primary entity for drawing the state and congressional electoral lines. The Commission is seeking a Contractor to provide Category 5 Certified Electronic Reporter and Transcriptionist Services to record public meetings of the Commission.

**1. AGREEMENT SUMMARY**

- A. California Reporting LLC (Contractor) holds and will meet all of the requirements of the California MSA 5179912-02 with the Commission to provide transcription services for Commission meetings.
- B. The services shall be performed primarily in the Northern District, as identified in the MSA, specifically Sacramento, and may also occur at various locations within MSA Southern and Central Districts. Exact dates and locations to be determined.
- C. The services may also be provided through remote meeting attendance via a video live-feed of the meeting.
- D. The certified electronic reporter must report to the meeting site no later than 30 minutes prior to the start time of the conference. This applies whether the attendance is in-person or via remote participation.
- E. The verbatim transcript shall be prepared in accordance with the Minimum Transcript Preparation Criteria pursuant to Division 24 of Title 16 of the California Code of Regulations.
- F. The Contractor will also provide CRC with a Portable Downloadable Format (.pdf) version of the verbatim transcript of the Commission's meetings on a compact disc (CD-ROM).
- G. It is anticipated that the Commission will conduct approximately 40 meetings that require reporting during the term of this agreement. The meetings will include evening and weekend public input meetings.
- H. The Commission reserves the right to extend the contract term for one (1) additional one-year term at the rates specified in Exhibit B, Attachment 1.

**2. PROJECT REPRESENTATIVES**

- A. The Contract Administrators during the term of this Agreement will be:

<b>Citizens Redistricting Commission Contract Administrator</b>	<b>California Reporting, LLC Contract Administrator</b>
	Kathleen A. Barr California Reporting, LLC 229 Napa Street Rodeo, CA 94572 Phone: 510.313.0610 Fax: 510.473.3756 Email: kate.barr@californiareporting.com

B. Any change in the Contractor's Contract Administrator must be immediately reported in writing to CRC's Contract Administrator.

### 3. **WORK DETAILS**

#### A. MASTER SERVICE AGREEMENT 5179912 02

All provisions, including General Terms and Conditions, Special Terms and Conditions and Budget Detail and Payment Provisions, of MSA 5179912 02 are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at:

[https://caleprocure.ca.gov/PSRelay/ZZ\\_PO.ZZ\\_CTR\\_SUP\\_CMP.GBL?Page=ZZ\\_CTR\\_SUP\\_P G&Action=U&SETID=STATE&CNTRCT\\_ID=5179912-02](https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_P G&Action=U&SETID=STATE&CNTRCT_ID=5179912-02)

#### B. Project Deliverables and Coordination Requirements

- 1) Contractor shall provide electronic computer readable copies as follows:
  - a) Contractor shall make available within 3 days of the meeting date, via CD-ROM, encrypted email delivery, FTP, or a secured website, computer readable copies of the official meeting transcript in .pdf format.
  - b) The files shall contain upper/lower case text that is 100 percent equivalent (excluding line numbers) to the official transcript.

#### C. Acceptable Criteria

- 1) It shall be the Commission's sole determination as to whether a deliverable has been successfully completed and acceptable to the State. Acceptance criteria shall consist of the following:
  - a) All deliverables must be in a format used by the State.
  - b) If a deliverable is not accepted, the Commission shall provide the rationale in writing within 30 days of receipt of the deliverable.

### 4. **PERFORMANCE DETAILS**

- A. Travel Mileage, parking and subsistence costs must have prior approval by the Commission or its representative pursuant to current State per diem rules. These expenses must follow the guidelines listed below:
- 1) Mileage up to the current State rate may be paid if over 50 one way miles are traveled from the Reporter's residence, and if agreed to by the Commission prior to travel date and time.
  - 2) Parking fees, only if accompanied by a receipt, will be paid if agreed to by the Commission prior to travel date and time.
  - 3) Lodging and meal costs up to the current State (only if accompanied by a receipt) will be paid if agreed to by the Commission prior to travel date and time.
  - 4) All of the above noted costs will be paid on a reimbursement basis. No travel expenses will be paid prior to the actual date and time of travel.
  - 5) Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Relations rules. California Department of Human Relations rates for reimbursement can be found at: <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>.
- B. Order Initiation
- 1) Commission shall, when possible, provide four (4) calendar days (96 hours) advance notice to the Contractor when requesting services. There may be occasions when the Commission requires services within three (3) calendar days (72 hours) advance notice, or less in special circumstances. The Contractor shall make every effort to supply the services requested under these circumstances.
  - 2) Commission shall provide Contractor the following information when ordering services:
    - a) Type of services required including the specific Service Category (1 thru 6) and any required "Add-on" services
    - b) Date of the meeting
    - c) Start and anticipated end time of the meeting
    - d) Location
    - e) Number of participants (if known)
    - f) Public notice, unusual terms, any written material received from speakers (as applicable).
    - g) Anticipated transcript turnaround time if not 3 days
    - h) Location set-up and/or equipment requirements if real-time reporting, videography, videoconferencing or Communication Access Real-Time Translation (CART) services are required.
- C. Turnaround Time
- 1) The maximum time in which a transcript shall be delivered to the Commission is 3 (three) days after the close of the meeting.
  - 2) Commission may request an expedited turnaround time. On such occasions, Commission will include this request with the work order. Contractor may include additional charges for the expedited service as per the MSA.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

- A. For services satisfactorily rendered in accordance with Exhibit A, Scope of Work, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor at the rates identified herein.
- B. The Contractor shall arrange for any Commission approved travel required under this Agreement, the State shall reimburse the Contractor for documented travel and other expenses incurred by the Contractor, in providing the in-person services that are the subject of this Agreement. Reimbursement shall be made in accordance with the Travel Reimbursement guidelines as follows:
  - (i) Airfare: commercial carrier coach fare rate, if supported by a receipt.
  - (ii) Other transportation: actual, reasonable expense, if supported by a receipt.
  - (iii) Other expenses: actual expenses, not to exceed maximum state employee per diem rates, to be claimed and computed in accordance with the Travel Reimbursement guidelines published by the Department of Human Resources in effect for excluded employees when the expenses are incurred, if supported by a receipt.
  - (iv) The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance of this Agreement, including travel and living expenses.
- C. No minimum amount of work is guaranteed under this Agreement

**2. PAYMENTS**

- A. Contractor shall submit invoices in arrears on a monthly basis by the tenth (10<sup>th</sup>) day of the following month. The invoices shall include a separate itemized accounting of all charges, including appropriate original receipts for previously authorized travel expenses. Charges for travel submitted without receipt or approved documentation may not be paid.
- B. Each invoice submitted by the Contractor shall include the following:
  - (i) The contract number as it appears on this Agreement.
  - (ii) The Contractor's full name, company name (if applicable), and billing address as it appears in this Agreement.
  - (iii) An invoice number and invoice date.
  - (iv) A separate line item for each transcript. Include the date, the respective meeting day related to the transcript and rate.
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate in arrears to:

Citizens Redistricting Commission  
721 Capitol Mall, Suite 260  
Sacramento, CA 95814  
ATTN: ACCOUNTING

- D. Service Rates:  
Contractor agrees to provide services at the MSA rates.

**3. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal 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, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**4. PROMPT PAYMENT CLAUSE**

- A. Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**5. CONTRACTOR OVERPAYMENTS**

- A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Contractor discovers it has received an overpayment, Contractor must notify the State and refund the overpayment immediately.

**EXHIBIT B; ATTACHMENT 1**

**COST SHEET**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Description</b>	<b>Unit Price</b>	<b>State's Estimate</b>	<b>Extended Total (B x C)</b>
Cost of final transcript: 3 working days	\$5.85 per page	14,000 pages	\$81,900.00
Meetings Weekday Appearance fee (8 Hour Day)	\$100.00 per day	20 meetings	\$2,000.00
Meetings Weekday OT (2 Hours)	\$60.00 per Hour	20 meetings	\$1,200.00
Meetings Weekend Appearance fee (10 Hour Day)	\$300.00 per day	20 meetings	\$6,000.00
Shipping Transcripts	\$10.00 per Shipment	40 meetings	\$400.00
<b>Total</b>			<b>\$91,500.00</b>

\*For in-person meetings and travel reimbursements for Southern California and Central California, please refer to the MSA contract Agreement number 5179912-02 terms for repayment.

Budget Detail and Payment Provisions, of MSA 5179912 02 are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at:

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**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final contract. General Terms and Conditions of MSA 5179912 02 are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at:

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**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

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**EXHIBIT E**

**INSURANCE TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final contract. Insurance Terms and Conditions of MSA 5179912 02 are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at:

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