

EXHIBIT A

SCOPE OF WORK

1. Contractor (Strumwasser & Woocher, LLP) agrees to provide to the Citizens Redistricting Commission (Commission) legal services as described herein:

The required legal services may include, but will not be limited to, legal support to the Commission, staff and consultants through approximately June 30, 2022, regarding the Redistricting process, based upon the 2020 census and to advise specifically, on Voting Rights Act ("VRA") matters. This may include, but is not limited to, review of documents, including proposed district maps, review and preparation of legal memoranda related to applicable legal issues, advice to the Commission, Commission staff and consultants, and attendance from time to time at Commission meetings throughout the state.

2. The services shall be performed at times and locations to be mutually agreed upon by the Commission and Contractor.
3. The services shall be provided during the course of the contract through June 30, 2022. Work may include evening and weekend hours as necessary to fulfill the requirements of the contract.
4. The project representatives during the term of this agreement will be:

Citizens Redistricting Commission	Strumwasser & Woocher, LLP
Attention: Alvaro Hernandez, Executive Director	Attention:
Address: 721 Capitol Mall, Suite 260 Sacramento, CA 95814	Address:
Email: alvaro.hernandez@crc.ca.gov	Email:
Phone: 916.323.0323	Phone:
Fax: 916.323.0356	Fax:

DETAILED DESCRIPTION OF WORK

Contractor shall perform legal services in each of the areas described below:

General Considerations:

1. Perform all normal and customary duties required of special redistricting counsel in connection with legal issues related to Redistricting Activities.
2. Advise the Commission, Commission staff and consultants as to procedures, legality of documents, policy concerns, and legal implications concerning the Redistricting Activities, and specifically work with Commission, Commission staff and consultants with respect to legal issues in connection with drawing new district boundaries.
3. Advise the Commission, Commission staff 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, including but not limited to issues with respect to the *Shaw v. Reno* 509 U.S. 630 (1993) and *Miller v. Johnson* 515 U.S. 900 (1995) line of cases and appropriate population analysis in "majority/minority districts."
4. Advise the Commission, Commission staff, and consultants regarding *Shelby County v. Holder*, 570 U.S. 529 (2013), and of the progress of legislative proposals to affect that decision, including, but not

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limited to, H.R. 1 (117th Congress), the “For the People Act of 2021,” and the John Lewis Voting Rights Advancement Act, previously introduced as H.R. 4 (116th Congress).

5. Advise the Commission, Commission staff and consultants of litigation risks associated with Redistricting Activities and approaches to limit such risks.
6. Attend various Commission public meetings and hearings as requested by the Commission or Commission staff. The attorney or firm selected may be required to submit written interim and final reports and summaries as requested by the Commission or Chief Counsel.

Specific Considerations:

1. Provide, as soon as possible following acceptance of this contract by both parties, a thorough briefing to the Commission regarding the principle legal issues under the Voting Rights Act and applicable provisions of the federal constitution the Commission will face in its work. This should include anticipated litigation risks and advice about minimizing such risks.
2. Work with the technical consultants (HaystaqDNA and Q2) to become sufficiently expert on population shifts, as well as other related census issues, such as population growth or demographic shifts or minority groups covered by the Voting Rights Act, where prisoners should be counted, and issues with respect to racial discrimination in the electoral process and racially polarized voting, in order to advise the Commission regarding map drawing in geographic areas where these issues are presented.
3. Propose and make available to the Commission any advice relevant to community groups and members of the public as to how they can most effectively provide input to the Commission on redistricting matters.
4. Engage on an on-going basis with the technical consultant and other experts, to provide legal advice regarding the preparation of the proposed and final maps. This includes regularly receiving information from the technical consultant and others, as needed, regarding the information submitted at the community outreach meetings across the state, working with consultants and other experts on analyzing racially polarized voting relevant to compliance with the Voting Rights Act, and advice to the technical consultant and the Commission about legal options, balancing and minimizing legal risk.
5. Participate in Commission business meetings and such other public outreach meetings, as agreed to by the Commission and Contractor, as necessary, to advise the Commission on all legal issues associated with preparing and finalizing the new maps.
6. Prepare and deliver to the Commission a report supporting the approved maps and their compliance with the Voting Rights Act and related constitutional provisions (California and federal). This report will be integrated into the final report accompanying the statewide maps produced by the Commission.
7. Provide advice and assistance with the preparation of documents for pre-clearance review, as formerly required by the U.S. Department of Justice under section 5 of the Voting Rights Act, should future federal legislation reinstate this requirement.

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Provisions Pertaining to Legal Services Contracts

1. As per California Public Contract Code, Section 10353.5, Contractor shall:
 - A. Agree to adhere to legal cost and billing guidelines designated by the Commission
 - B. Adhere to litigation plans designated by the Commission
 - C. Adhere to case phasing of activities designated by the Commission
 - D. Submit and adhere to legal budgets as designated by the Commission
 - E. Maintain legal malpractice insurance in an amount not less than the amount designated by the Commission
 - F. Submit to legal bill audits and law firm audits if so requested by the Commission. The audits may be conducted by employees or designees of the Commission or by any legal cost-control provider retained by the Commission for that purpose, and
 - G. At the discretion of the Commission, Contractor may be required to submit to a legal cost and utilization review.
2. As per Section 6072 of the California Business & Professions Code, Contractor shall make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of:
 - 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year, or
 - 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

General Provisions

1. **Commission Participation**

The Commission's Chief Counsel will be assigned to this project and, along with other key Commission personnel, will be working with the Contractor as active participants to provide project continuity at the operating level. This assignment is to foster support for the project and enhance its chances for success.
2. **Progress Report/Schedule**

Contractor shall provide progress reports on an as needed basis as determined by the Commission or the Executive Director. This may be in the form of a progress schedule or reports, meetings on a regular basis, and/or a Final Summary Report once the project is completed. The Final Summary report will be in addition to any report(s) specified under, "Specific Considerations" (6), above. Any request for a written or verbal report must be addressed within twenty-four (24) hours of notification.
3. **Retention of Experts and Independent Consultants**

Independent consultants and experts shall not be engaged by outside counsel without prior approval of the Commission. Any time a consultant or expert is recommended, an estimate of the cost of that individual's retention, including costs associated with any written reports, if necessary, should be provided to the Commission accompanied by the curriculum vitae before the expert or consultant will be considered.

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4. Assignment or Subcontracting

It is the policy of the Commission to withhold consent from proposed assignments, subcontractors, or novations when such transfer of responsibility would operate to decrease the Commission's likelihood of receiving performance on this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the Commission and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the Commission shall be void and shall constitute a breach of this Agreement.

- i. Whenever the Contractor is authorized to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.
- ii. Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the Commission and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder.
- iii. The Contractor agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.
- iv. The Contractor's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Contractor. As a result, the Commission shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Racially Polarized Voting Analyst

Upon prior agreement by the Commission, the Contractor may obtain the services of an individual to conduct Racially Polarized Voting analysis. Total costs for this service will not exceed \$300,000.

- i. The Commission reserves the right to request and review the curriculum vitae of any proposed individual.
- ii. The proposed analyst will be required to conform to the Commission's conflict of interest requirements as specified by the Commission under CA GC §8253 (a)(5).
- iii. The analyses and work products of the analyst will be as determined by the Contractor in collaboration with the Commission. The services and their ensuing costs shall be specified as a separate line item on the invoice and conform to the invoicing requirements as specified in Exhibit B and B1.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which are made a part of this Agreement, and included below. The maximum amount of this contract is \$900,000 with an additional \$300,000 available if the Commission agrees for Contractor to contract the services of a Racially Polarized Voting Analyst under this agreement.

	Hourly Rate
Senior Partners (Michael Strumwasser)	\$ 575.00
Senior Counsel and David Becker (Federic Woocher, Andrea Sheridan Ordin)	\$ 575.00
Junior Partners (Dale Larson)	\$ 525.00
Associates (Salvador E. Pérez, Caroline Chiappetti, Julia Michel)	\$ 375.00
Analysts	\$ 210.00
Paralegals	\$ 175.00
Law Clerks	\$125.00

- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears. Invoices shall be submitted by email to the Commission's designated project representative and by US postal mail to:

Citizens Redistricting Commission
Attn: Accounting
721 Capitol Mall, Suite 260
Sacramento, CA 95814

- C. Each invoice submitted by the Contractor shall include the following:
1. The contract number as it appears on this Agreement.
 2. The Contractor's full name, company name (if applicable), and billing address as it appears in this Agreement.
 3. An invoice number and invoice date.
 4. A summary sheet with a cumulative total of the invoice by hourly costs and by other category of costs (copying, for example).
 5. A detailed invoice with a separate line item for each charge.
 6. As needed, supporting invoice information as an attachment.
 7. Original receipts for all included travel.
 8. The signature of the Contractor or the Contractor's representative.
 9. See also Exhibit B1, Section III for Billing Requirements.

2. Budget Contingency Clause

- A. 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

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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 any fiscal year is reduced or deleted by the Budget Act for purposes of this program, 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.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Travel and Per Diem Expenses

- 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:
- i. Mileage up to the current State rate may be paid if over 50 one way miles are traveled from the Contractor's residence, and if agreed to by the Commission prior to travel date and time.
 - ii. Parking fees, only if accompanied by a receipt, will be paid if agreed to by the Commission prior to travel date and time.
 - iii. Lodging and meal costs up to the current State reimbursement rates (only if accompanied by a receipt) will be paid if agreed to by the Commission prior to travel date and time.
 - iv. 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.
 - v. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Resources rules. California Department of Human Resources rates for reimbursement can be found at: <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>.
- B. Travel and per diem expenses will be billed monthly in arrears.
- C. Non-reimbursable fees/expenses shall include, but are not limited to:
- i. The increase in any billing resulting from the Contractor charging an hourly rate which exceeds that set forth in this Agreement.
 - ii. Charges that are duplicative, ambiguous, excessive or otherwise inconsistent with the allowable fees and expenses as set forth in Exhibit A and Exhibit B.1 of this Agreement
 - iii. Charges for time spent preparing budgets, billings, or providing necessary information for State audits, billing inquiries, or contract requirements.
 - iv. Charges for work performed which was not authorized by the Commission.

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BILLING GUIDELINES

To ensure that the State of California receives legal service of the highest quality and, simultaneously, maintains control over legal fees and expenses, the State of California Citizen's Redistricting Commission ("Commission") has prepared these Billing Guidelines ("Guidelines") for your benefit as an attorney engaged to represent the State. The Guidelines provide a general framework for your work on our behalf. While they represent the Commission's general policies, there is some degree of flexibility in their application to specific situations. Nevertheless, we ask that you discuss with us any questions before proceeding on a course of action which is not clearly contemplated by these Guidelines. Nothing contained in these Guidelines is intended to interfere with the attorney/client relationship or the proper discharge of your duties.

The development and utilization of these Guidelines does not imply that your billing practices are inconsistent with traditionally accepted billing practices. Rather, these Guidelines shall be viewed as a basis to assure that the State's fiscal resource are being spent judiciously, especially in matters involving complex factual and/or legal issues.

I. OVERVIEW

In contracting with outside counsel, the State shall endeavor to define the scope of work/project as specifically and narrowly as possible. The work assigned will vary widely depending upon the nature of the matter. At all times, however, a common goal should be to avoid any misunderstanding as to the scope of your activities through early, continual and thorough communication between the State and outside counsel.

II. EXPECTATIONS FOR OUTSIDE COUNSEL

The State has high expectations of its outside counsel. The following describes those expectations.

A. Staffing of Matters

After you have been asked to handle a particular matter, you and the Commission must identify the attorney(s) at your firm who will have primary responsibility for the matter. You and the Commission shall agree on the partners, associates, and legal assistants who will be assigned to the matter. You and the Commission's Chief Counsel shall agree on the attorneys and legal assistants to be assigned to matters, and on the amount of time to be dedicated to matters. You must consult with the Commission before you make any staffing changes. You must secure the Commission's Chief Counsel's approval prior to initiating work on any matter. Further, you must secure the Chief Counsel's approval for the amount of time to be spent on any matter.

Usually, it will be most efficient for a single attorney or group of attorneys in your firm to handle the matter from beginning to end. Doing so will avoid a learning curve for additional staff. We recognize that staffing changes will be necessary from time to time, but the Commission encourages its outside counsel to seek continuity in staffing. In any event, the Commission will not pay for time spent by newly assigned attorneys or legal assistants to familiarize themselves with the matter.

Outside counsel is expected to help control fees by exercising discretion regarding the necessity of intra-office conferences, participation by more than one attorney in meetings, depositions, hearings, telephone conferences, etc. Particular areas of concern include the following:

- Intra-office conferences must advance the litigated/non-litigated matter and must be of reasonable duration. Outside counsel may be asked to provide justification to the Commission's Chief Counsel and the State's Contract Manager where billings for intra-office conferences appear excessive. The

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Commission recognizes that the firm's weekly meetings to discuss the case are designed to improve cost efficiency.

- Outside counsel shall send only one attorney to represent the State at meetings, depositions, hearings, or other court appearances, unless it is in the State's interest to send more than one attorney. Outside counsel shall endeavor to provide sufficient detail in line-item billings regarding the nature of the meeting/deposition/appearance for the purpose of assisting the Commission in understanding the justification for the number of attorneys attending.
- Repetitive file reviews and/or document reviews (by the same individual and/or by more than one individual) are discouraged. Outside counsel may be asked to provide justification to the Chief Counsel and the State's Contract Manager where billings for intra-office conferences appear excessive. Outside counsel shall endeavor to provide sufficient detail in line-item billings to assist the Commission in understanding the justification for billings which might otherwise appear repetitive.
- Duplicative preparation (including, but not necessarily limited to, file/document review) by more than one attorney and/or legal assistant for depositions, hearings, arguments, trial, meetings, etc. is also discouraged.

B. Legal Research/Memoranda

The Commission's decision to retain a particular firm is based in part on the firm's expertise and knowledge. We therefore assume familiarity with the basic substantive law at issue in the matter for which the firm was retained. Legal research concerning matters of common knowledge among reasonably experienced counsel is considered to be routine or elementary and, therefore, is non-reimbursable. You are expected to utilize your form files, data or brief banks where appropriate. The Commission should only be charged for the updating of previously researched materials. It is expected that legal assistants will be utilized in research matters when appropriate (e.g., Internet research, sherardizing, locating and printing cases, etc.).

C. Depositions

Depositions or examinations before trial can, when properly coordinated, provide information vital to a prompt and fair disposition of the case. To assist the Commission in case oversight, outside counsel shall, to the extent possible, submit a list of scheduled depositions to the Commission and, when billing time for preparation and attendance at depositions, shall include detail in its billings identifying the name (and title, if applicable) of the person deposed.

D. Motion Practice

You must consult with the State before engaging in any activity related to motion practice. When consulting with the State prior to filing a motion you must address:

- The purpose of the motion;
- The motion's chance of success;
- How the motion will advance the case;
- How much time will be expended on the motion; and
- Who will prepare the motion

E. Retention of Experts and Independent Consultants

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Independent consultants and experts shall not be engaged by outside counsel without prior approval of the Commission. Any time a consultant or expert is recommended, an estimate of the cost of that individual's retention, including costs associated with any written reports, if necessary, should be provided to the Commission accompanied by the curriculum vitae before the expert or consultant will be considered.

F. Secretarial/Clerical/Administrative Functions at Professionals Rates:

The Commission requires that only professional services be the subject of billing. There are numerous functions that are basically secretarial or clerical in nature and that do not necessitate the participation of legal personnel in their completion. Examples of non-reimbursable secretarial/clerical functions are as follows:

1. Communications with court reporters
2. Creating and organizing binders and notebooks
3. Creating and organizing folders
4. Processing vendor bills
5. Collating
6. Organizing for storage
7. Updating lists
8. Copying and binding
9. Filing
10. Scheduling and arrangements
11. Scheduling of meetings
12. Scheduling of appointments
13. Scheduling and arrangements for examinations
14. Preparation of Notice of Taking Deposition
15. Calendaring
16. Conflict checks
17. Organizing and re-organizing files
18. Bates-stamping and date-stamping
19. Indexing file materials (unless it involves indexing case documents wherein professional judgment as to the index categories must be utilized)
20. Tabbing file materials
21. Pick-up and delivery of documents and records
22. Telephone calls and/or correspondence to copy services, and re-filing

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23. Inventorying of documents
24. Pulling/copying documents
25. Ordering reporter or translator
26. Making travel arrangements
27. Preparing Subpoena for employment/other records wherein a record copy service or other standardized form is prepared
28. Mail handling
29. Drafting cover/enclosure letters (absent substantive communications about the case)
30. Billing for telephone call attempts
31. Staff overtime charges

The Commission will not pay for secretarial, clerical or administrative functions performed by attorneys, paralegals, legal assistants or non-professional staff such as secretarial, clerical, computer, library and/or other non- professional personnel.

The Commission acknowledges that the cost of instituting and implementing a document management and coding system for the litigated matter is reimbursable pursuant to outside counsel's contract with the State.

Scheduling of meetings and depositions by attorneys and/or legal assistants may, in some instances, be compensable where sufficient justification is provided in the billings (e.g., where such scheduling could not be handled by personnel lacking professional knowledge and judgment related to the case).

G. Proofreading/Review and Revisions of Work Product

The Commission will not reimburse you for time expended by the firm's personnel in proofreading or text editing documents for errors of typing or dictation and for making any corrections as a result.

The Commission will reimburse reasonable charges for substantive revisions to complex documents. However, revisions made as a result of proofreading a document by the drafter or other firm personnel are not chargeable.

The Commission will carefully review time expended on revision or modifications of the work product of a junior attorney by a senior attorney. The State's expectation is that work will be fairly and efficiently divided among junior and senior attorneys so that the blended hourly rate agreed to in this case works to the mutual benefit of counsel and the State (with neither party obtaining a greater advantage thereby).

Time spent preparing invoices is administrative and not compensable. The Commission also considers discussions/negotiations of billing questions as administrative/overhead; however, The Commission will endeavor to limit such negotiations with counsel to one hour per month.

H. Qualified Professionals

The Commission will only pay professional rates for attorneys, law clerks or qualified paralegals/legal assistants performing proper functions in relation to a particular file. Examples of billable activities that can often be properly performed by paralegals/legal assistants are as follows:

1. Internet research
2. Prepare Subpoena/Notice re: deposition

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3. Organize and re-organize file(s) if it involves case documents such as separating, cataloging responses to Requests for Production of Documents
4. Index file materials if they are case documents requiring professional judgment with respect to categories
5. Prepare Entry of Appearance
6. Prepare Substitution of Attorney
7. Prepare Answers which do not require affirmative defenses or specific denials
8. Prepare Interrogatories (form or standard)
9. Prepare Request(s) to Produce (form or standard)
10. Prepare Stipulations to Extend Time to Answer (form or standard)
11. Prepare Motions to Compel Responses to Discovery (form). Note: If the state has a consultation requirement or each motion must be customized as opposed to being a standard form, this may be an attorney function
12. Summarize Answers to Interrogatories (form or standard)
13. Summarize Depositions (line and page summary/digest). Note: We will not pay for line and page summaries/digests unless a dispositive motion or trial is imminent.
14. Summarize records (depending on the nature of the record and the amount of professional knowledge/judgment required)
15. Prepare records indices
16. Prepare records request(s) (form or standard)
17. Prepare records subpoena(s) (form or standard)
18. Prepare Authorization to Secure Records (medical, tax, IRS, employment, union)
19. Prepare witness list
20. Prepare exhibit list
- I. Travel Time

III. BILLING REQUIREMENTS

A. Hourly Rates

Hourly rates should contain all overhead and internal charges associated with your cost of doing business. Legal bills submitted to the Commission should only contain fees for attorneys and legal assistants. Fees for services performed by other personnel shall not be billed unless approved in advance by the Commission.

B. Fee Statements

Outside counsel are required to submit monthly itemized fee statements, in both electronic and paper format, for review and payment by the Commission. See also Exhibit B, Section 1C.

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The Commission requires that you submit fee statements as follows:

One (dual) submission to the Commission, including an Excel (xls, xlsx) version and a hard copy/paper version. For the hard copy version, the Commission requires that you utilize a billing format that includes the following information:

1. The Commission's name and contract number
2. The name of the case or project
3. The date the itemized legal function was performed
4. A description of the single itemized service provided
5. Specific, accurate time in tenths of an hour
6. The initials of the billing attorney or legal assistant
7. The agreed-upon hourly rate for the timekeeper providing the service
8. The total charge for that individual line entry
9. A specific description of each disbursement/ expense incurred during the billing period
10. The total charge for each disbursement/ expense entry
11. The outside counsel's federal employer tax identification number

After this itemization, the bill should indicate a summary section for the billing period including:

The initials of each attorney and/or legal assistant who has performed work on the contract at any time

2. The status (i.e., partner, associate, legal assistant, etc.) of each timekeeper
3. The total number of hours billed by each timekeeper performing services during the billing period
4. The hourly rate charged for each timekeeper performing services during the billing period
5. The total dollar amount of fees charged for each timekeeper during the billing period

The total amount of disbursements/expenses incurred during the billing period. After this summary section for the billing period, the bill should indicate a cumulative summary section including:

1. Initials of each attorney and/or legal assistant who has performed work on the contract at any time
2. The status (i.e., partner, associate, legal assistant, etc.) of each timekeeper
3. The total number of hours billed by each timekeeper performing services during the life of the case
4. The hourly rate charged for each timekeeper performing services during the life of the case
5. The total dollar amount of fees charged for each timekeeper during the life of the case
6. The total amount charged for each disbursement area during the life of the case

C. Minimum Billing Charge/Billing Increment

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The Commission requires that .10 hour (six minutes) be used as the minimum billing charge and billing increment. Minimum charges, flat rates, and/or increments in excess of .10 hour will not be accepted.

D. Actual Time Expended

The Commission requires that the time charged be no greater than the actual time expended on a function, i.e., without the time being rounded up.

The Commission will not accept standardized charges for work that is form in nature. We recognize that many documents are form in nature, pre-printed or computer generated and that the time required for their completion is dependent on the accuracy of the secretary and the speed of word processing equipment, rather than on the professional time involved.

The Commission shall not be billed individual charges for documents such as subpoenas duces tecum served on multiple parties when only one notice or subpoena is prepared with minimal modifications to subsequent notices or subpoenas.

E. Blocked Billing

The Commission will reimburse fees and expenses which are reasonable and in compliance with these Guidelines. In an effort to determine the reasonableness of the fees, it is essential that the time charge for each task be specifically identified. Multiple activities collected under one block time charge for the day will not be accepted.

F. Vague Billing

It is essential that each legal activity be identified in the billings. Generic and general activity descriptions are vague and do not allow the Commission to identify the exact nature of the work performed on behalf of the State. Vague descriptions will not be accepted. The following are some examples of vague descriptions that, without further clarification, are unacceptable:

Arrangements with	Review correspondence
Conference with	Trial preparation
Discussion with	Work on project
Meeting with	Work on discovery
Attention to	Attend meeting
Attend deposition	Review/draft discovery
Discovery	Review case and issues
Motion work	Telephone call
Review/draft pleadings	Update strategy
Receipt of document	Work on file
Prepare correspondence	Legal research
Research	Correspondence re: status

The above list is not all-inclusive.

When billing for telephone conversations, specifically describe the parties and purpose of the telephone call. All correspondence, pleadings and other documents reviewed must be distinctly identified. The test is whether the Commission can determine exactly what professional service was provided and assess the appropriateness of the related time charge.

G. Disbursements/Expenses

The monthly fee statement must include an individually itemized accounting of all disbursements and billable expenses. The Commission will not accept any "miscellaneous" or vaguely described expense

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items. The firm's charges for the following expense items must be adhered to as specified in its contractual agreement with the Commission:

- Computerized Legal Research
- Fax Charges: \$ 0.25 per page
- Photocopy Charges: \$ 0.20 per page
- Telephone Charges
- Travel Expenses (Note: mileage charges should be separately identified with the number of miles indicated and include the reason for travel) additional expense items are to be billed as noted in Item #4, Travel and Per Diem Expenses, above.
- Messenger/Courier/Delivery/Express/Overnight Mail Services Messenger and expedited mail services should be used judiciously, and will be accepted for reimbursement only if reasonable and not necessitated by the firm's delay or mere convenience. Use of such services pursuant to court order is per se reasonable.
- Database/Data Entry Charges The Commission will not pay professional rates for document input, programming, data entry, maintaining or organizing documents for the database. The Commission will pay a paralegal/legal assistant rate (or other contractually-agreed rate) for activities associated with a database such as determining what documents should be entered, determining how documents are categorized or summarizing documents.
- Additional Non-Reimbursable Disbursements The following costs will not be reimbursed by the Commission:
 1. Office supplies;
 2. Travel-related expenses such as: alcoholic beverages, rental movies, personal grooming services, private limousine transportation as opposed to taxi or shuttle service, valet;
 3. Commuting expenses to or from work for firm personnel; and
 4. Staff overtime or overtime related expenses

IV. AUDITING

In conjunction with and in addition to audit rights identified in the contract, the Commission reserves the right to audit all fees and disbursements submitted by your firm along with the corresponding legal file(s). The Commission or its designee may perform this audit. The Commission's auditor of choice will be any party, person, corporation or business entity designated by the State.

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Acknowledgment of Receipt of the Citizens Redistricting Commission's (Commission) Guidelines:

I hereby acknowledge receipt of the Commission's Billing Guidelines. I have read, understood and agreed on behalf of the firm to comply with the Commission's Guidelines. I represent to you that all attorneys, paralegals, legal assistants, paraprofessionals, employees, agents, servants and workers of the law firm, will use their best efforts to comply with the Commission's Guidelines.

BY: _____

on behalf of: _____

DATE: _____

EXHIBIT C

GENERAL TERMS AND CONDITIONS

The terms and conditions (GTC 04/2017) may be found at:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D

CONFLICT AND IMPARTIALITY

The attorneys assigned to represent the Commission shall not, during the course of the representation: (1) make available any work product relating to the representation or (2) receive information about redistricting from or discuss the substance of their work on behalf of the Commission, with either (1) any attorney in the firm who is engaged in lobbying involving redistricting issues or (2) any member of the Contractor's Political Contributions Committee.

Signed on behalf of Strumwasser & Woocher, LLP

DATE

CONFLICT AND IMPARTIALITY STATEMENT (from RFI)

Contractor will disclose any financial, business, professional, lobbying or other relationship that presents a potential conflict as described in California Government Code Section 8252, as well as any litigation matter in which the applicant is adverse to any entity of California state government.

Work relating to Redistricting or other work for current or prior clients during the past 10 years that, even if such work has concluded, could present the appearance of a conflict in connection with the representation of the Commission for Redistricting Activities. For example, if the attorney or law firm either presently, or has in the past represented a political party or an interest group funded by or working on behalf of a political party, such work must be disclosed and the implications of the current or prior representation for this assignment must be described. The disclosures required by this section and by Government Code 8252 are attached to this agreement.

Signed on behalf of Strumwasser & Woocher, LLP

DATE

GOVERNMENT CODE

SECTION 8252 (2) (A-B)

8252. Citizens Redistricting Commission Selection Process.

(2) (A) Within the 10 years immediately preceding the date of application, neither the applicant, nor a member of his or her immediate family, may have done any of the following:

- (i) Been appointed to, elected to, or have been a candidate for federal or state office.
- (ii) Served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective federal or state office.
- (iii) Served as an elected or appointed member of a political party central committee.
- (iv) Been a registered federal, state, or local lobbyist.
- (v) Served as paid congressional, legislative, or Board of Equalization staff.
- (vi) Contributed two thousand dollars (\$2,000) or more to any congressional, state, or local candidate for elective public office in any year, which shall be adjusted every 10 years by the cumulative change in the California Consumer Price Index, or its successor.

(B) Staff and consultants to, persons under a contract with, and any person with an immediate family relationship with the Governor, a Member of the Legislature, a member of Congress, or a member of the State Board of Equalization, are not eligible to serve as commission members. As used in this subdivision, a member of a person's "immediate family" is one with whom the person has a bona fide relationship established through blood or legal relation, including parents, children, siblings, and in-laws.