

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.5**  
(ID # 12118)

**MEETING DATE:**  
Tuesday, March 17, 2020

**FROM :** EXECUTIVE OFFICE:

**SUBJECT:** EXECUTIVE OFFICE: Approval of the 2020 Census Inland Empire Community Foundation Funding Agreement and Authorize the Chairman of the Board of Supervisors to Execute the Agreement on Behalf of the County. All Districts. [\$361,413 - 100% State Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the 2020 Census Inland Empire Community Foundation Funding Agreement; and
2. Authorize the Chairman of the Board to execute the 2020 Census Inland Empire Community Foundation Funding Agreement on behalf of the County.

**ACTION:** Policy

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 17, 2020  
xc: EO

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 261,413	\$ 100,000	\$ 361,413	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% State Funds</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20-20/21

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On November 9, 2018, the California Government Operations Agency (CalGovOps) released a funding allocation opportunity to support counties in the 2020 Census. Riverside County received a letter indicating a potential award in the amount of \$1.2 million for the County, in which the amount awarded is based on meeting several State established criteria.

For over a year and a half, Riverside and San Bernardino Counties have been collaborating with the various regional partners including, but not limited to, University of California's Center for Social Innovation (UCR-CSI), the State's Complete Count Regional Program Manager, U.S. Census Bureau representatives, and State-contracted partners including the Inland Empire Community Foundation (IECF) to develop a collaborative approach toward identifying and communicating with the region's Hard-to-Count (HTC) populations and communities.

In November of 2019, the Executive Office released a funding opportunity announcement to Riverside County cities for 2020 Census outreach and planning efforts. The purpose was to provide an opportunity for the cities to collaborate further with the County and its partners in outreach efforts to educate, motivate, and activate residents in participating in the 2020 Census. The funding opportunity announcements were made at various WRCOG and CVAG meetings, as well as direct contact with each jurisdiction's city manager's office. Of the 28 cities in Riverside County, 17 cities have opted-in, 9 cities have opted-out, and 2 cities have not responded. Please see Attachment B for details. The funding agreement template for the cities was approved on January 28, 2020, Item 3.57.

For the cities who have opted-out or did not respond, their 2020 Census funding allocation will be redistributed to the IECF, our region's state awarded administrative community-based organization, to utilize for 2020 Census efforts within that particular jurisdiction.

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Aside from providing Census outreach activities for the cities who opted-out or did not respond, the County is providing funding to the IECF for the following regional Census efforts:

- Support regional Train-the-Trainer/Census Champion Trainings;
- Support one pop-up Questionnaire Assistance Center; and
- Support pledge card outreach.

**Impact on Residents and Businesses**

The 2020 Census will have a direct impact on the residents and businesses of Riverside County, as the results provide the basis for the reapportioning of congressional seats, redistricting of the County's supervisorial boundaries, and distributing more than \$76 billion in federal funds to support California's vital programs which include housing, education, transportation, employment, health care, and public safety.

**Previous Agenda References**

Agenda Item 2.5 on 12/11/18 (MT 8505)  
Agenda Item 3.8 on 1/15/19 (MT 8735)  
Agenda Item 3.3 on 1/29/19 (MT 8670)  
Agenda Item 3.8 on 4/2/19 (MT 9418)  
Agenda Item 2.3 on 10/29/19 (MT 11085)  
Agenda Item 3.57 on 2/28/20 (MT 11773)

**Attachments**

1. Attachment A – 2020 Census Inland Empire Community Foundation Funding Agreement (2020Census-19)
2. Attachment B – List of Opt-in Cities

  
Frankie Z. Ezzat, Chief Deputy County Executive Officer 3/12/2020

  
Gregory H. Priamos, Director County Counsel 3/11/2020

# **2020 CENSUS FUNDING AGREEMENT**

**Between**

**The County of Riverside**

**And**

**The Inland Empire Community Foundation**

**(Contract #: 2020Census-19)**



MAR 17 2020 3.5

**RECITALS**

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, The County of Riverside, hereafter referred to as "County," desires to conduct Census outreach activities; and

**WHEREAS**, County has been allocated funds by California Complete Count Census 2020 to provide such services; and

**WHEREAS**, County finds the Inland Empire Community Foundation, hereafter referred to as "Contractor," qualified to provide Census outreach activities; and

**WHEREAS**, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW THEREFORE**, County and Contractor mutually agree to the following terms and conditions:

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## I. DEFINITIONS

- A. California Complete Count Committee (CCC) – The committee is an advisory panel that helps to develop, recommend, and assist in the administration of a Census outreach strategy to encourage full participation in the 2020 Census.
- B. Census Bureau – An agency within the U.S. Department of Commerce and the preeminent statistical collection and dissemination agency in the United States. The Census Bureau conducts approximately 200 different annual surveys in addition to the decennial census of the U.S. population and publishes a wide variety of statistical data about people, housing, and the economy of the nation.
- C. Census Champion – A trusted messenger who is recommended by a local community organization, institution, or agency involved in Census outreach. Selected volunteers are required to complete Census 2020 training and participate in meetings or webinars to be equipped to disseminate accurate and up-to-date information to community members, collect pledge cards, aid peers in filling out the Census form, and serve as Census spokespersons.
- D. Get Out The Count (GOTC) – Collaborative organizing campaign featuring the nonprofit and public sectors, community based organizations and other partners to educate communities about the importance of and to maximize participation in Census 2020.
- E. Hard To Count (HTC) – Groups or populations who historically have not responded well to the decennial Census questionnaire, or are expected to be undercounted, hard to locate/reach or persuade for purposes of Census 2020 completion. HTC populations include, but are not limited to:
- Racial/Ethnic minorities;
  - Immigrants and Refugees;
  - People with disabilities;
  - Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQIA+);
  - Seniors/Older Adults;
  - Children Ages 0 – 5;
  - Veterans;
  - Areas with low broadband subscription rates and limited or no internet access;
  - Households with low income or limited English proficiency;
  - Farm-workers and rural residents;
  - Renters; and
  - Those who are homeless or have unstable/nontraditional housing.
- F. Household (HH) – A person or group of people who occupy a housing unit as their usual place of residence.
- G. Inland Empire Complete Count Committee (IECCC) – The IECCC seeks to coordinate efforts and link services to streamline the work of various stakeholders and meet the County's 2020 Census goals. Stakeholders encompass the public, non-profit and for-profit sectors from both San Bernardino and Riverside counties, include organizations that represent each state's identified HTC communities, and are considered trusted messengers. The goal of the IECCC is to increase the HTC population response rate in the Inland Empire via information sharing, education outreach, and coordination of work to avoid duplication.
- H. Limited English Proficiency (LEP) – Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be considered limited English proficient. These individuals may be entitled to language assistance with respect to a particular type or service, benefit, or encounter. Executive Order 13166 states that people who are LEP should have meaningful access to federally conducted and federally funded programs and activities.
- I. Outreach Plan – The Contractors' plan describing how and when outreach activities will be provided for the 2020 Census.

- J. Pledge Card – Written commitments collected by trusted messengers in their communities which allow residents to opt into future communications through mail, phone, texts, or email. All residents who have opted into future communications will receive two (2) contacts, one before self-reporting begins and one during the months of March and April 2020 while the Census is live. Pledge card drives will begin in July 2019 with a concentrated push and continue until February, 2020.
- K. Privacy Act – The Privacy Act of 1974 requires that each federal agency advise respondents of their rights. Specifically, each respondent must know under which law the information is being collected, how the information will be used, whether he or she must answer the questions, and the consequences of not answering.
- L. Questionnaire Assistance Center (QAC) – A staffed, physical location where the public can get information about the Census in their native language. These locations also provide online and/or phone access to complete the questionnaire and can be established at a public venue such as a library, school, or post office. QACs rely on staff or volunteers to answer questions related to completing the Census Questionnaire
- M. Questionnaire Action Kiosk (QAK) – An unstaffed, physical location where the public can get information about the Census in their native language. These locations provide online and/or phone access to complete the questionnaire.
- N. Self-Response – When a household completes and returns the Census questionnaire in a timely manner via internet, mail, or phone, directly to the Census Bureau without requiring a Census worker to visit in person to obtain a response. Self-response will be available online from March 12, 2020 through April 30, 2020.
- O. Statewide Outreach and Rapid Deployment (SwORD) – An interactive mapping portal to foster data sharing, coordination and collaboration to help identify language gaps and redundancies. SwORD will be utilized to identify and locate hard-to-count populations and the languages that need to be covered in the region and enable partners to upload data and information to identify where outreach occurred. Partners will be able to see where gaps in services exist locally and regionally, as well as resources such as libraries, community centers, and businesses.
- P. Title 13 (US Code) – The collection of laws under which the Census Bureau operates. This law guarantees the confidentiality of Census information and establishes penalties for disclosing this information. It also provides the authorization for conducting Census in Puerto Rico and the Island Areas.
- Q. Trusted Messengers – An individual who is well-integrated in his or her community and has a history of volunteering there. These individuals communicate clearly and persuasively within their institutions and circles of influence and are able to bring others on board to commit to completion of Census 2020 goals.

## II. PURPOSE

Large portions of Riverside County have historically been hard to count or are anticipated to be less likely to respond due to the current political climate. In order to ensure a thorough count of all residents in Census 2020, the County strives to work with trusted community partners to educate, motivate, and activate residents in participating in the Census. The County will collaborate with cities and local community-based organizations to inform the general public of the importance of completing the Census questionnaire. Critical to this goal is to avoid duplication, identify outreach gaps and fill them accordingly. Contractor will implement outreach to encourage full participation and avoid an undercount as stated in the Governor's Executive Order B-49-18. The County's vision is to ensure that HTC communities and populations in the County are accurately counted in the 2020 Census, thereby achieving the highest self-response rate possible for California.



### III. BACKGROUND

The U.S. Constitution requires the federal government to count all people residing in the United States through a national Census every ten (10) years, to ensure equal representation and fair allocation of government resources. The next National Census Day is April 1, 2020. The results of the Census serve to assist in important community decisions like where to build homes, parks, schools, and roads and where to offer health, childcare, and transportation services. Businesses also rely on Census data to determine where to open facilities, what products to develop, and how to market their services.

California has historically been the hardest-to-count state in the nation. In 2016, about 75% of all Californians belonged to one or more groups that tend to be undercounted. The County of Riverside is home to many of these hard to count groups. Approximately 22% (or 529,309 people) of Census tracts in the County are likely to be very hard to count, according to Census Bureau estimates that draw on demographic characteristics and historical trends.

- 21.8 % of residents are foreign born;
- 40.2 % speak a language other than English at home;
- 6.6 % of children are under 5 years old;
- 7.7 % of persons have a disability; and
- 12.9 % of residents are at or below the poverty rate.

The County will not only face challenges from HTC populations that are least likely to respond to the Census but also from a growing distrust in government, including the following challenges: the concern over whether a citizenship question may be reinstated might discourage immigrants who are facing an uncertain climate; an online survey that has security challenges and poses barriers for vulnerable communities and populations without digital access and computer literacy; and concerns about what the Census data will be used for and whether it will remain confidential.

Undercounting the population could have significant and negative impacts not only for Riverside County, but the State of California in terms of federal funding for critical community programs, representation at all levels of government, and data used for decision-making across sectors. If segments of the County are not counted in 2020, their voices may not be fully considered when making important budget, program and policy decisions.

In July 2018, the County began collaborating with San Bernardino County, University of California (UCR), the non-profit sector, and other stakeholders to begin 2020 Census activities and create a strong, community based Complete Count Committee. Self-response will be available online from March 12, 2020 through April 30, 2020. Beginning in May, the Census Bureau will begin sending enumerators out door-to-door to count people who did not self-respond.

### IV. CONTRACTOR SERVICE RESPONSIBILITIES

- A. All activities provided by the Contractor will require, but may not be limited to:
1. Updating SwORD in a timely manner to identify activities completed in HTC areas such as:
    - a. Name of event,
    - b. Type of event (e.g., QACs, meeting, public event, hiring event, etc.),
    - c. Type of activity (e.g., email or text contact, distribution of pledge cards, etc.),
    - d. Local Media outreach (e.g., ethnic radio/television spots, culturally and linguistically appropriate flyers, local ethnic newspapers/flyers, etc.), and
    - e. Result of event;
  2. Collaborating with County partners and organizations who have conducted pledge card drives to direct residents to QAC locations;
  3. Being culturally and linguistically competent and responsive to a rapidly changing climate;
  4. Providing outreach activities that are not duplicated;
  5. Identifying demographic and geographic service gaps; and
  6. Using a grassroots approach that is community-based and led.

- B. Contractor must complete background checks on all employees.
- C. Monitoring methods may include, but are not limited to:
  - 1. Review of reports drawn from SwORD and other reporting databases; and
  - 2. Review of monthly reports (Attachment A) from Contractor;
- D. An Outreach Plan must be submitted to the County within thirty (30) days of contract execution. The County Census Representative will review and approve the submitted Outreach Plan prior to initiation of outreach activities. Other outreach activities as described in Contractor's Outreach Plan may be approved by the County Census Representative.
- E. Contractor shall adhere to the requirements outlined by the State within the QAC/QAK Guide for Contracted Outreach Partners, which shall be provided to Contractor by the County Census Representative following execution of the Contract.
- F. **QUESTIONNAIRE ACTION CENTERS (QACs)**

Contractors will manage, staff, organize and set up QACs at a variety of accessible locations, providing necessary technology and infrastructure that meets IT and security requirements as outlined by the County.

  - 1. QACs will provide access and support to residents in completing the Census 2020 questionnaire. This will include:
    - a. Information on census process, timeline, and other details.
    - b. Language access through in-person interpretation, phone assistance, and glossaries/guides. Individuals requesting assistance in completing forms should be directed to the response option that best suits their needs (e.g., online, mail/paper, or phone, if language or vision assistance is needed for instance).
    - c. Location access in areas that are convenient for residents and are reachable by public transportation.
    - d. Contractors may, subject to the Census Bureau's permission and brand guidelines, co-brand materials using the 2020 Census official tagline and logo on certain outreach materials to promote the 2020 Census. Use of the Census Bureau's 2020 Census logo to imply that the Contractor in any way represents the Census Bureau is unauthorized.
    - e. Assistance and clarification in accessing and completing questionnaire in residents' preferred modality (e.g., paper, online, or phone). Unless they are sworn employees of the U.S. Census Bureau, contractor staff must not:
      - i. Imply affiliation with, representation of, or employment by the U.S. Census Bureau; or
      - ii. Enter or watch the individual enter responses for them or collect responses to later enter into the Census Bureau's 2020 response site. If assistance is still requested with online response, staff must inform the individual that he or she is not a sworn Census Bureau employee and therefore answers are not protected by law until received by the Census Bureau.
    - f. Digital access in the form of dedicated device(s) securely connected to the internet. Devices must:
      - i. Be made available at an event or other public location such as, but not limited to, a community center, place of worship, library, or senior center;
      - ii. Have the latest software updates installed, including one of the most recent versions of the following Internet browsers: Internet Explorer, Edge, Chrome, Safari, Firefox, and Samsung Native browser;
      - iii. If using wireless connection (WiFi), the WiFi network must be password-protected;
      - iv. Not use any kind of creative interface for the 2020 Census response Web site. Instead, devices should link directly to 2020census.gov; and

- v. Follow best practices, located on the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency's Website, to secure devices and networks.
2. QACs will launch prior to April 1, 2020, National Census Day, and are to be staffed at the following weekly quotas, unless otherwise approved by the County:
    - a. March 2020: 20 to 30 hours per week
    - b. April 2020: 20 to 30 hours per week
    - c. May 2020: 10 to 20 hours per week
    - d. June 2020: 10 hours per week
  3. Exact technological resources, services, and staffing plan should be proposed by applicants based on ability and needs of local residents.
  4. Contractor shall:
    - a. Participate in County-sponsored training;
    - b. Use HTC and language proficiency data to target populations;
    - c. Provide accessible and culturally competent materials to publicize QAC locations, and implement additional strategies to ensure services are utilized; and
    - d. Provide monthly reports (Attachment A) with detailed metrics on the number and characteristics of residents who accessed support as well as the types of support provided, including, but not limited to:
      - i. Number of QAC locations implemented;
      - ii. Number of residents receiving hands-on, in-person support to complete Census forms online or via paper copy;
      - iii. Number of Full Time Employees supporting number of hours of operation per week in March and April during the self-response period;
      - iv. Outreach plan publicizing QAC locations and services, including use of local media, social media, and Trusted Messengers/Census Champions; and
      - v. Noted issues, limitations or obstacles should be shared within one (1) business day.

**G. PLEDGE CARDS**

Contractors will collect resident contact information via Pledge Cards using existing experience delivering public education and services where residents gather (e.g., schools, churches, or house visits). Contractor shall:

1. Use approved messaging and materials, including CensusIE pledge card.
2. Identify and train at least one (1) Census Champion for every 250 pledge cards collected. Census Champions must:
  - a. Be active in their communities and recommended by a local community organization, institution, or agency involved in census outreach;
  - b. Successfully complete an application and other possible requirements as indicated by the County and its partners (TCF);
  - c. Complete Census 2020 training as approved by the County and its partners (TCF);
  - d. Participate in monthly webinars/meetings to ensure that information provided to communities remains accurate and up-to-date; and
  - e. Return to outreach locations to provide census updates and additional resources.
3. Collect unduplicated CensusIE Pledge Cards, which must include a name and an opt-in to future communication, and could include an address, email, and/or telephone number.
4. Ensure residents who have opted into future communications via pledge cards receive a follow-up mail, text, or email reminder in November 2019 or January 2020 to maintain communication and a Get Out the Count (GOTC) via the preferred communication method during the months of March and April

## V. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of Riverside. Contractor agrees to comply with the applicable federal suspension and debarment regulations. By signing this Contract, Contractor certifies that:
1. Neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
  2. It has not within a three-year period preceding this Contract been convicted of or had a judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
  4. Has not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies in Section IX of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C. Without the prior written consent of the Chief Executive Officer (CEO) of the County, this Contract is not assignable by Contractor either in whole or in part.
- D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former County of Riverside administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

- G. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the CEO's County Census Representative. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph Z of this Section V. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs U and V of this Section V.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
  2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of Riverside. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountability. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change and shall immediately notify County of changes in telephone or fax numbers.
- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

Contractor's Primary Point of Contact:

Inland Empire Community Foundation  
Attn: Celia Cudiamat  
3700 Sixth Street, Suite 200  
Riverside, CA 92501  
951-241-7777  
[ccudiamat@iegives.org](mailto:ccudiamat@iegives.org)

- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

- N. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- O. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- P. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- Q. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a Driver's License issued by the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- R. Contractor shall notify the County of any staff member, paid intern or volunteer who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents

where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to either deny/terminate employment or terminate internship and/or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

- S. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
  2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
  3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- T. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- U. Contractor shall adhere to the County's Travel Board Policy (D-1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- V. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating

to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature.

Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration



page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by a written amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to meet the specified requirements. The type(s) of insurance required is determined by the scope of the contract services. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation – If Contractor has employees as defined by the State of California they shall procure and maintain Workers’ Compensation Insurance, in full compliance with the Workers’ Compensation and Occupational Disease Laws of all authorities having jurisdiction over the Property. Such policy shall include Employer’s Liability (Coverage B) and Occupational Disease coverage, with limits not less than One Million Dollars (\$1,000,000) per person, per occurrence. Policy shall provide a Waiver of Subrogation in favor of the County.
- b. Commercial General Liability Insurance –Procure and maintain comprehensive general liability insurance coverage that shall protect County from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from County’s

use of the Property or the performance of its obligations hereunder, whether such use or performance be by County, by any subcontractor, or by anyone employed directly or indirectly by either of them. Policy shall also include fire and extended coverage on the improvements, alterations and fixtures to be constructed and installed upon the Property in an amount not less than the full replacement value of such improvements, alterations and fixtures. Such insurance shall name County as an additional insured with respect to this Agreement and the obligations of County hereunder. Such insurance shall provide for limits of not less than One Million Dollars (\$1,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

- c. Vehicle Liability Insurance – If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.
- d. General Insurance Provisions – All lines
  - i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term .
  - ii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance. Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses
  - iii. Contractor shall cause Contractor 's insurance carrier(s) to furnish the County of Riverside with a properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Contractor insurance carrier(s) policies does not meet the minimum notice requirement found herein, Contractor shall cause Contractor 's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.
  - iv. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance and copies of endorsements evidencing coverage's set forth herein and the insurance required herein is in full force and effect. County shall not commence operations until the County has been furnished Certificate(s) of Insurance and copies of endorsements. An individual

authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- v. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- vi. County reserves the right to require that Contractor adjust the monetary limits of insurance coverage as required in this Paragraph 12 herein every fifth (5th) year during the term of this Agreement or any extension thereof, subject to ninety (90) days written notice to County of such adjustment, in the event that County reasonably determines that the then existing monetary limits of insurance coverage are no longer consistent with those monetary limits of insurance coverage generally prevailing in the Riverside County area for facilities comparable to the Property; provided, however, that any adjustment shall not increase the monetary limits of insurance coverage for the preceding five (5) years in excess of fifty percent (50%) thereof.
- vii. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

W. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

X. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

Y. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of Riverside and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. The

policies and procedures must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, and complaints of discrimination. Contractor is required to maintain Civil Rights policies and procedures for the duration of the Contract.

- Z. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- AA. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- BB. If the amount available to Contractor under this Contract, as specified in Section VII, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- CC. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- DD. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall include the County approved Census branding and key messages.
- EE. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

## **VI. COUNTY RESPONSIBILITIES**

County shall:

- A. Coordinate training for QAC staff and supporting materials on Census 2020 process and the questionnaire.
- B. Share/publicize information about QAC/Ks.
- C. Furnish State QAC/K kits for each of the languages identified in the State Language Access Plan.
- D. Provide weekly tracking and reporting tools.
- E. Authorize electronic database and platform access, such as for SwORD.
- F. Coordinate training, material, and monthly webinars for Census Champions selected by the Contractor.

## **VII. FISCAL PROVISIONS**

- A. The maximum amount of payment under this Contract shall not exceed \$361,413.34 and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. The Contractor's budget is outlined in Attachment B. The County understands that the line items identified in the budget is subject to change as efforts progress. The Contractor shall notify the County in writing of any line item adjustments that are greater than 15%. Contractor shall not proceed with expending funds under a revised line item until approved in writing by the County.
- C. Contractor's payment will be paid in five (5) installments as follows:
  - 1. One initial start-up payment of \$180,706.67 (Fifty percent (50%) of total contract amount) will be paid once Contract is finalized and a complete invoice is received and approved by the County Census Representative;

2. One (1) installment of \$72,282.67 (Twenty percent (20%) of total contract amount) will be paid once the Outreach Plan is approved and a complete invoice is received and approved by the County Census Representative;
3. Three (3) installments of \$36,141.33 (Ten percent (10%) each of the remaining contract amount), not to exceed the overall contract amount will be paid upon receipt and approval of the Monthly Report (Attachment A) and invoice;
4. The Monthly Report shall be submitted to the CEO's County Census Representative within five (5) County business days of the end of each month; and
5. The Monthly Report shall outline the completion of deliverables which meet project benchmarks as determined and approved by the County Census Representative.

D. Monthly reports shall be submitted to:

County Executive Office  
Attn: Jason Farin, Senior Management Analyst  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

- E. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- G. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- H. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

## VIII. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending County,

state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.

#### **IX. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - 3. Withhold funds pending duration of the breach; and/or
  - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

## X. TERM

This Contract shall be effective upon signature by both parties and continues in effect through September 30, 2020, unless terminated earlier in accordance with Section XI of this Contract.

## XI. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section IX, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The CEO of the County is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and un-cancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

## XII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Inland Empire Community Foundation  
Attn: Celia Cudiamat  
3700 Sixth Street, Suite 200  
Riverside, CA 92501  
951-241-7777  
[ccudiamat@iegives.org](mailto:ccudiamat@iegives.org)

County: County Executive Office  
Attn: Jason Farin, Senior Management Analyst  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the

County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- E. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- F. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- G. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge Riverside County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- H. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section X, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- I. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- J. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- K. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be



enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

- L. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal and state courts located in the County of Riverside, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- M. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- N. The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- O. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- P. The County desires that Municipalities, School Districts, and other Tax Districts within the County of Riverside requiring the same services provided herein may at their option and through the County's Executive Office, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
  - 1. Such governmental body does not have and will not have in force any other contract for like purchases.
  - 2. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

**XIII. CONCLUSION**

- A. This Contract, consisting of 23 pages and Attachment A, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. IN WITNESS WHEREOF, the Board of Supervisors of the County of Riverside has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF RIVERSIDE

►   
V. Manuel Perez, Chairman, Board of Supervisors

Dated: 3/17/2020  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Kecia R. Harper  
Clerk of the Board of Supervisors  
of the County of Riverside

By:   
Deputy

INLAND EMPIRE COMMUNITY FOUNDATION  
(Print or type name of corporation, company, contractor, etc.)

By: ►   
(Authorized signature - sign in blue ink)


Name: MICHELLE DECKER  
(Print or type name of person signing contract)

Title: PRESIDENT / CEO  
(Print or Type)

Dated: \_\_\_\_\_

Address: 3700 6TH ST., #200  
RIVERSIDE, CA 92501

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►   
County Counsel  
Date: 3/11/2020

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date: \_\_\_\_\_

Reviewed/Approved by Department  
► \_\_\_\_\_  
Date: \_\_\_\_\_



**CENSUS 2020  
MONTHLY REPORT**

**AGENCY:**

**REPORT MONTH/YEAR:**

**CONTRACT #:**

**MONTHLY TOTALS:**

**Questionnaire Assistance Centers:**

- 1. Total number of outreach hours \_\_\_\_\_
- 2. Total number of residents who received support \_\_\_\_\_

**Pledge Card Drives:**

- 1. Total number of events \_\_\_\_\_
- 2. Total number of pledge cards received \_\_\_\_\_
- 3. Total number of Census Champions in attendance \_\_\_\_\_
- 4. Total number of residents who pledged to received follow up contact \_\_\_\_\_
- 5. Total number of residents who received follow up contact \_\_\_\_\_

<b>Additional Information:</b>	
1.	Describe any obstacles or challenges encountered during the reporting month and whether they have been reported to the County:
2.	Indicate how the Statewide Outreach and Rapid Deployment (SwORD) system was utilized to plan and coordinate outreach activities:
3.	Provide an example of a successful outreach effort made during the reporting month (do not use any personally identifiable information, e.g. client name, DOB, etc.):
Submitted by:	Date:
Title:	Phone Number:

*This report is due by the 5<sup>th</sup> County business day of each month, following the report month.  
Send the report via email to: [2020Census@rivco.org](mailto:2020Census@rivco.org)*



CENSUS 2020  
MONTHLY REPORT

**Questionnaire Assistance Centers (QACs) – Outreach Location**

Name:	Address:	
Type of Location:	Date:	Hours:
Number of Employees:	Number of Volunteers:	
Languages:	Vision Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No	Hearing Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No
Devices Used for Self-Reporting: <input type="checkbox"/> Computers <input type="checkbox"/> Tablets <input type="checkbox"/> Other		
Outreach Medium:	<input type="checkbox"/> Census Champion <input type="checkbox"/> Flyer <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio <input type="checkbox"/> Social Media <input type="checkbox"/> Television <input type="checkbox"/> Trusted Messengers <input type="checkbox"/> Other	

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Name:	Address:	
Type of Location:	Date:	Hours:
Number of Employees:	Number of Volunteers:	
Languages:	Vision Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No	Hearing Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No
Devices Used for Self-Reporting: <input type="checkbox"/> Computers <input type="checkbox"/> Tablets <input type="checkbox"/> Other		
Outreach Medium:	<input type="checkbox"/> Census Champion <input type="checkbox"/> Flyer <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio <input type="checkbox"/> Social Media <input type="checkbox"/> Television <input type="checkbox"/> Trusted Messengers <input type="checkbox"/> Other	

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Name:	Address:	
Type of Location:	Date:	Hours:
Number of Employees:	Number of Volunteers:	
Languages:	Vision Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No	Hearing Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No
Devices Used for Self-Reporting: <input type="checkbox"/> Computers <input type="checkbox"/> Tablets <input type="checkbox"/> Other		
Outreach Medium:	<input type="checkbox"/> Census Champion <input type="checkbox"/> Flyer <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio <input type="checkbox"/> Social Media <input type="checkbox"/> Television <input type="checkbox"/> Trusted Messengers <input type="checkbox"/> Other	

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Name:	Address:	
Type of Location:	Date:	Hours:
Number of Employees:	Number of Volunteers:	
Languages:	Vision Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No	Hearing Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No
Devices Used for Self-Reporting: <input type="checkbox"/> Computers <input type="checkbox"/> Tablets <input type="checkbox"/> Other		
Outreach Medium:	<input type="checkbox"/> Census Champion <input type="checkbox"/> Flyer <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio <input type="checkbox"/> Social Media <input type="checkbox"/> Television <input type="checkbox"/> Trusted Messengers <input type="checkbox"/> Other	

**ATTACHMENT A**

**Pledge Card Drives – Event or Outreach Location**

Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:
Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:
Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:
Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail: