



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

### **SENT VIA E-MAIL**

October 16, 2019

To: City Managers/Chief Administrative Officers

### **2020 CENSUS FUNDING ALLOCATIONS**

On March 21, 2019, the County of Los Angeles (County) elected to receive funding from the State of California to promote participation in the upcoming 2020 Census. The State's campaign is designed to focus outreach efforts on both the geographic areas and demographic populations commonly referred to as *hard-to-count* (HTC). As a result, the County intends to allocate Census outreach funding to appropriate cities based on the amount of HTC geographic areas present within these cities according to the State's CA-HTC Index and the Census Bureau's Low Response Score measure.

On May 3, 2019, the Los Angeles County Chief Executive Office issued a letter to impacted cities regarding its intent to partner with the California Community Foundation, to coordinate and administer Census funding to cities with HTC or *least likely to respond areas* (Attachment I). However, since the issuance of that letter, the County has elected to directly administer funds to appropriate cities, rather than through the California Community Foundation as indicated previously.

Based on State requirements to focus outreach efforts on HTC geographies and populations, your city is eligible for Census funding. Cities can select between two options to manage their Census allocations.

#### **Option 1 – Pooled Fund**

Under this option, a city can maximize its Census allocation by pooling its money with the County and other cities and, by doing so, be eligible to receive the following services based on its HTC funding allocation level:

Item	Description
<b>Digital 2020 Census Media Kit</b>	<ul style="list-style-type: none"> <li>• High resolution 2020 Census Logos/Graphics to be used for print materials and/or online efforts (materials will be customizable for a city's own branding, if desired).</li> <li>• Available in 12 County threshold language groups (Arabic, Armenian, Chinese, Farsi, Japanese, Khmer, Korean, Russian, Spanish, Tagalog/Filipino, Thai, and Vietnamese).</li> <li>• Short video files that users can download and share.</li> <li>• Long format narrative videos and testimonial/success stories from those affected by federal funding because of Census.</li> <li>• Social media (Facebook, Instagram, Twitter, LinkedIn, etc.) content including banners, graphics, hashtags, and a calendared trove of social media posts with interactive content for coordinated distribution.</li> <li>• Census-branded photos.</li> <li>• Branded and calendared outreach emails that may be personalized by a city.</li> <li>• Branded FAQs about LA County and the 2020 Census.</li> <li>• Branded, graphic 2020 Census timeline.</li> </ul>
<b>Direct Mail Campaign</b>	<ul style="list-style-type: none"> <li>• Outreach materials sent via U.S. mail directly to the cities' HTC Census block groups.</li> </ul>
<b>Earned and Paid Media Campaign</b>	<ul style="list-style-type: none"> <li>• Media outreach designed to reach the cities' HTC Census areas/populations.</li> </ul>

## Option 2 – City Deployment of State Funding

Under this option, a city may elect to receive up to their full funding allocation (Attachment I). To be eligible for this allocation, a city must complete the following tasks:

Task	Description
1.	<b>Census Complete Count Committee Membership</b> – A city may form its own committee, or it may join and participate in the County's Complete Count Committee.

2.	<p><b>Strategic Implementation Plan</b> – A city must submit a plan, <u>subject to County approval</u>, detailing the city's plan for Census education/outreach targeting the city's HTC areas/populations. Such plan must include:</p> <ul style="list-style-type: none"><li>• <b>Approach</b> – Detail how the city plans to maximize local participation in the 2020 Census with specific strategies, tactics and timelines, as well as describe how the city will use partnerships and leverage resources via approved activities/expenditures to achieve the highest self-response rate on the 2020 Census questionnaire.</li><li>• <b>Partnership Coordination</b> – Describe how the city will coordinate with the U.S. Census Bureau, the California Complete Count Committee, the County, community-based organizations, and other civil society organizations to avoid duplication and address gaps in Census outreach.</li><li>• <b>Language Access Plan</b> – Explain how the city will address language access in its jurisdiction.</li><li>• <b>Accountability</b> – Specify how the city plans to meet County reporting and data collection requirements.</li><li>• <b>Budget</b> – Provide specific itemization of how the city will use allocated funding, including, but not limited to, administrative costs (not to exceed 5 percent of the total allocation), outreach, and media.</li></ul>
3.	<p><b>Reporting</b> – A city must agree to adhere to all State and County reporting requirements, including tracking all Census outreach events/activities using the attached Activities Tracking Sheet and submitting such spreadsheets on a monthly basis, and documenting that State funds are being used for the approved activities/expenditures identified below:</p> <ul style="list-style-type: none"><li>• Outreach activities/community events to educate/encourage HTC populations to complete the Census questionnaire.</li><li>• Purchase of outreach materials (banners, bus wraparounds, flyers, etc.).</li><li>• Local paid media targeting HTC areas/populations.</li><li>• Distribution of outreach materials.</li><li>• Canvassing of HTC areas.</li><li>• Form-filling assistance.</li><li>• Phone banking.</li><li>• Pledge cards (creation and/or distribution).</li><li>• Translation/interpretation services.</li><li>• Promotion of local hiring of Census enumerators (in partnership with U.S. Census Bureau).</li><li>• Non-Response follow-up activities (during May-August 2020).</li></ul>

4.	<b>Unused Funds</b> – A city must agree to return any funds not used in accordance with State requirements (Cities with barriers to accepting or using funds within the allotted time may wish to consider Option 1).
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## Attachments

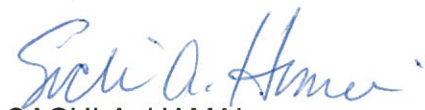
Please review the attached documents which illustrate a city's potential duties under a Census funding agreement with the County, including a sample agreement (Attachment II), proposal guidelines (Attachment III), and a sample spreadsheet for reporting approved activities and/or expenditures (Attachment IV).

## Timeline

Cities must inform the Los Angeles County Chief Executive Office of its decision no later than November 6, 2019. Cities electing Option 2 must also submit their proposal by November 6, 2019. Cities that do not respond or provide the required plan by November 6, 2019, will be automatically enrolled in Option 1.

The County is committed to ensuring an accurate and complete count of all County residents. Accordingly, the County looks forward to collaborating with all of its partner cities irrespective of the option chosen. Once responses are received, the County will hold a convening for cities on a yet-to-be-determined date to discuss next steps. Please direct responses and any questions to Cheri Thomas at (213) 974-1326 or at [CThomas@ceo.lacounty.gov](mailto:CThomas@ceo.lacounty.gov).

Sincerely,



SACHI A. HAMAI  
Chief Executive Officer

SAH:FAD  
AU:MM:ma

## Attachments

c: Each Supervisor  
Executive Office, Board of Supervisors  
County Counsel



**SUBAWARD AGREEMENT BETWEEN**

**THE COUNTY OF LOS ANGELES**

**AND**

**CITY NAME**

**FOR**

**CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES**

**SUBAWARD AGREEMENT  
FOR  
CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES**

THIS SUBAWARD AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BY COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California, hereinafter referred to as "County",

AND CITY OF \_\_\_\_\_, a municipal corporation, hereinafter referred to as "City."

**WITNESSETH**

**WHEREAS**, pursuant to Government Code section 31000 and Health and Safety Code section 34149, the County may enter into an agreement with the City to provide specialized functions on behalf of the County;

**WHEREAS**, the County was awarded a total of \$9,393,090 in funding to conduct 2020 Census-related education and outreach activities, and to initiate targeted outreach strategies (Project);

**WHEREAS**, on January 29, 2019, the County Board of Supervisors authorized the Chief Executive Officer to execute agreements with public entities, community-based organizations and other entities to carry out the above activities consistent with all State requirements; and:

**WHEREAS**, the Parties have been authorized to execute an Agreement for the not to exceed amount of \$\_\_\_\_\_ for the Project.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein the parties hereto agree as follows:

## **A. APPROVED FUNDING AND PURPOSE**

The County hereby grants to the City an amount not to exceed \$\_\_\_\_\_ which will be used to engage in Census 2020 education and outreach activities that focus on both geographic areas and demographic populations who are “least likely to respond.” These areas and populations are commonly referred to as “Hard-to-Count (HTC).” The terms “least likely to respond” and “HTC” are terms of art and are often used interchangeably. HTC or “least likely to respond” areas or populations are areas or populations, which based on multiple demographic, housing and socioeconomic variables factors, have been judged as difficult to enumerate by the California Department of Finance Demographic Research Unit. Activities carried out under the term of this Agreement shall achieve the following objectives:

## **B. OBJECTIVES**

### **EDUCATE**

1. Inform the public about the census process, purpose and timeline.
2. Inform the public of the importance of the census. The State will receive billions of dollars in federal funds for education, health care, job training, transportation and other vital services based on the census numbers. The federal government also uses census data to determine how to apportion the House of Representatives seats among states.
3. Inform the public that the census data is confidential. No one except sworn U.S. Census Bureau (“Census Bureau”) employees can see the complete census questionnaire forms or link names to responses. The Census Bureau requires that any individual with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13 of the United States Code, entitled the “Wrongful Disclosure of Information,” sets forth severe penalties applicable to federal government officials and local government census liaisons if they misuse information they receive from the census responses. These penalties include fines up to \$5,000, 5 years in prison, or both. The Census Bureau’s dedication to confidentiality plays an important role in everything it does. All employees must pass a security and employment reference check, swear they are not employed as tax collectors or assessors or law enforcement officials and establish they have no felony convictions as adults. The Census Bureau employs a host of safeguards, such as electronic barriers and secure telephone lines, to block outside access to any confidential information in Census Bureau computers.
4. Identify areas and populations within City’s local jurisdiction that are least likely to respond, as identified in Task 1.2 of Exhibit A of the Agreement.

## **MOTIVATE**

5. Eliminate the fear of completing the census questionnaire. Instill trust that the government is not legally permitted to use this data in a negative way. No one outside the Census Bureau is permitted to be given any information to link names to addresses on the census questionnaire.
6. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.
7. Where possible, the City should assess messaging efforts, outreach and tools.

## **ACTIVATE**

8. Engage trusted messengers in trusted environments to help the public participate in the census.
9. Conduct and participate in community gatherings and other forums to rally the public to participate in the census.
10. Collaborate with other stakeholders and across sectors to activate the public to participate in the census process by filling out the census questionnaire.

## **C. APPLICABLE DOCUMENTS**

Exhibits A, B, and C are attached to and form a part of this Agreement.

EXHIBIT A – STATEMENT OF WORK

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

EXHIBIT C – CALIFORNIA VOLUNTEER PLAN GUIDANCE LETTER

## **D. STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION**

The City shall design and implement a multi-faceted, multi-channel, multi-lingual cohesive strategic outreach plan to reach all census audiences within its jurisdiction. The overarching strategic plan should address broad census goals and objectives and specific outreach strategies, as well as integrate with other outreach efforts. The plan shall be submitted to the County Chief Executive Office as described in Exhibit A, Task 1.

## **E. AGREEMENT TERM**

The Period of Performance ("Term") of this Agreement will commence upon full execution of this Agreement through December 31, 2020. The City shall not



receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the County Contract Manager.

#### **F. DISBURSEMENT OF FUNDS**

Funds will be disbursed according to the schedule and requirements outlined in Exhibit B. To avoid duplication of efforts and/or misuse of funds, all funds provided by County pursuant to this Agreement, must be used to address existing gaps in census outreach

City further agrees that funds from County pursuant to this Agreement shall be used for outreach focused on HTC populations in Los Angeles County, and shall be limited to the following approved activities:

1. Outreach activities/community events to educate and/or encourage HTC populations to complete Census questionnaire
2. Purchase of outreach materials (banners, bus wrap-arounds, flyers, etc.)
3. Distribution of collateral/flyers
4. Translation/interpretation services
5. Media outreach
6. Canvassing of HTC areas
7. Form-filling assistance
8. Phone banking
9. Pledge cards (creation and/or distribution)
10. Workforce development – coordinate with U.S. Census Bureau to promote local hiring of Census enumerators. It is known that hiring locally for these critical jobs is an important factor in establishing trusted messengers that may impact the enumeration positively. Trusted messengers are individuals, groups, and/or organizations that hold an established position of trust in the community and include but are not limited to, ethnic media and community leaders who are positioned to share culturally appropriate messages for the purpose of promoting census engagement within communities
11. Non-Response follow-up (NRFU) activities during May-August 2020 directed at members of the public who have yet to complete the Census questionnaire.

City must obtain written permission from County prior to using funds for any activity not expressly included in this Agreement.

## **G. FINANCIAL RECORDS**

1. The City agrees to maintain satisfactory financial accounts, documents and records of expenditures and to make them available to the County for auditing. The City also agrees to retain such financial accounts, documents and records in compliance with the approved records retention policy of the City and for at least five (5) years following the expiration of this Agreement.
2. The City agrees to use a generally accepted accounting system. The City also agrees to maintain, and make available for County inspection and copying, accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. At any time during the term of this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of City records for the purpose of verifying the appropriateness and validity of expenditures under the terms of this Agreement.
4. The City, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.
5. The City will provide the County's Chief Executive Officer within ninety (90) days after the end of the City's fiscal year ending in June 2021, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.
6. It is understood and agreed that any County Funds paid to the City hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any Funds paid to the City hereunder have been used for purposes other than those authorized by this Agreement, the City is required to immediately refund any such Funds to the County.

## **H. UNUSED OR MISUSED FUNDS OR PROPERTY**

1. If there are any unused funds at the expiration or termination of the Agreement, City shall promptly return any such funds to the County.
2. City shall not purchase any property that is not authorized by County as part of the Project. The County reserves the right to take possession of any property purchased with misused County funds as determined by the County if City fails to make timely repayment of such County funds.

3. Nothing contained in this Section F shall limit or prevent the County from taking any and all action to seek repayment of unused County funds or County funds that were not used in accordance with the terms of this Agreement.

## **I. TERMINATION**

1. The County reserves the right to terminate this Agreement without cause upon sixty (60) days advance written notice to the City. City may submit a written request to terminate this Agreement only if the County should substantially fail to perform its responsibilities as provided herein.
2. The County may terminate the Agreement for cause. The term "for cause" shall mean that the City fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the County's notification to the City. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County and all costs to the County shall be deducted from any sum due to the City under this Agreement.
3. Other than provided by Section I(2), Notice of termination shall be given, in writing, at least sixty (60) days in advance and shall be complete when delivered to either party.
4. The parties may agree to suspend or cancel the Agreement if the City or the County's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the City is unable to render service of any action by any governmental authority.
5. In the event of termination, the City will provide a detailed report of expenditures and the balance of the unexpended amount will be refunded to the County within thirty (30) days of the termination.

## **J. INDEMNIFICATION**

The City agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City's participation in this Agreement, including any workers' compensation suits, Federal Fair Labor Standards Act, State wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of the City by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

**K. CONFLICT OF INTEREST**

The City covenants that neither the City nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connections with the Agreement has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

The City, its agents, officers, employees, and sub-contractors shall comply with all applicable federal, State, and County laws and regulations governing conflict of interest.

**L. AMENDMENTS**

1. Any change in the terms of this Agreement, including the performance period of the Agreement and any increase or decrease in the amount of the Agreement, which are agreed to by the County and the City shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
2. Such amendments shall be authorized subject to the approval of County Counsel as to form.

**M. NOTICES AND APPROVALS**

All notices and approvals shall be directed to and made by the following representatives of the parties:

1. To the County: Chief Executive Office  
Attn: Cheri Thomas  
Kenneth Hahn Hall of Administration, Room 745  
500 West Temple Street  
Los Angeles, CA 90012

2. To the City: City Name:  
Address:  
Contact Information:

**N. NONDISCRIMINATION**

The City shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or

mental handicap, medical condition, or place of residence in the use of the Funds paid to the City pursuant to this Agreement.

**O. COMPLIANCE WITH THE LAW**

The City shall comply with all applicable Federal, State, and County laws, regulations and policies in connection with its activities pursuant to this Agreement.

**P. SEVERABILITY**

If any provision of this Agreement, or the applicable thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without invalid provision or application, and to this end the provisions of the Agreement are severable.

**Q. RIGHTS AND REMEDIES NOT EXCLUSIVE**

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or equity.

**R. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and City.

**S. EFFECTIVE DATE**

The effective date of this Agreement shall be on the date this Agreement is executed by the County's Chief Executive Officer.

**T. ASSIGNMENTS AND SUBCONTRACTS**

City shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void.

Any assumption, assignment, delegation, or takeover of any of City's duties, responsibilities, obligations or performance of same by any entity other than City, whether through assignment, subcontract, delegations, merger, buyout, or any other mechanism, with or without consideration for any reason requires the County's prior written approval. Failure to obtain such written approval shall be a material breach of this Agreement.

In the event City assign, delegates, or subcontracts its duties under this Agreement to an organization receiving, or scheduled to receive census outreach funds from

County, City must demonstrate how the duties and/or obligations considered are separate and distinct and that such assignment or subcontract will serve to fill an existing gap in Census outreach.

**U. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

City shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. City's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**V. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

City acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/wp-content/uploads/2018/03/PolicyOfEquity.pdf>). The City further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The City, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the City, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the City to termination of contractual agreements as well as civil liability.

**IN WITNESS WHEREOF**, the City has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date and year written below.

**CITY OF** \_\_\_\_\_

By: \_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

Name  
City Clerk

By: \_\_\_\_\_

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR THE CITY:

Name  
City Attorney

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Sachi A. Hamai  
Chief Executive Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR THE COUNTY:

Mary C. Wickham  
County Counsel

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Principal Deputy County Counsel

## EXHIBIT A

### **RESPONSIBILITIES & REQUIREMENTS**

A Council resolution, order, motion, ordinance or similar document shall be received by the County before the parties can enter into a valid subaward Agreement. A list of all tasks and deliverables are set forth below.

<b>Administrative Requirement - Board Resolution</b>	
The City is required to have a legally binding resolution, order, motion or ordinance or similar document from the City Council authorizing execution of the agreement.	
<b>Task 1 -- Strategic Implementation Plan</b> In order for City to directly receive its census funding allocation, by <b>DATE</b> the City must provide the County with the City's Strategic Implementation Plan, which shall address subtasks 1.1 through 1.8. The County's Chief Executive Office must approve (in writing) the Strategic Implementation Plan.	
1.1	Outreach Plan – City shall provide a plan that includes a local, grassroots approach to reaching the least likely to respond with specific strategies, tactics and timeline(s), as well as description of specific collaboration(s), partnership(s), and leveraging of resources to achieve the highest self-response rate on the census 2020 questionnaire. Further components are listed below:
1.2	Approach – City shall describe its approach to outreach, including: <ul style="list-style-type: none"><li>• Identification of least likely to respond areas and populations vis-a-vis census blocks within the local jurisdiction (to locate the census blocks within your City that qualify as HTC based on the CA-HTC Index and/or the U.S. Census Bureau's Low Response Score (LRS) please refer to the following link: <a href="http://arcg.is/1PyCTz">http://arcg.is/1PyCTz</a>).</li><li>• specific strategies, tactics and timelines to educate motivate and activate City's HTC areas/populations</li><li>• how City will utilize partnerships and leverage resources via approved activities/expenditures to achieve the highest self-response rate on the 2020 Census Questionnaire.</li></ul>
1.3	Partnership Coordination -- City shall provide a plan showing its integrated and coordinated approach working with the US Census Bureau, the California Complete Count Committee, the County Complete Count Committee, schools, community-based organizations, and other civil society organizations to avoid duplication and to identify methodology to address gaps.
1.4	Language Access Plan – There are over 200 non-English languages spoken across the County. City shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the local jurisdiction. City's plan must be consistent with the requirements of



	the California Complete Count's Language and Communications Access Plan, as further delineated at <a href="https://census.ca.gov/wp-content/uploads/sites/4/2019/06/LACAP.pdf">https://census.ca.gov/wp-content/uploads/sites/4/2019/06/LACAP.pdf</a> .
1.5	<p>Budget – City shall provide a budget proposal for the City's allocated funding provided by the County including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Administrative costs (not to exceed 5% of total allocation)</li> <li>• Outreach (e.g. events, meetings, materials, etc.)</li> <li>• Media</li> </ul>
1.6	Volunteers – City agrees that if City intends to utilize volunteers pursuant to this Agreement, such use of volunteers must abide by State requirements as indicated in Exhibit C, regarding the use of volunteers during 2020 Census outreach.
1.7	Timeline of activities during the term of this contract.
1.8	<p>City shall describe its intention to measure results throughout the contract. City shall include specific details in its Strategic Implementation Plan such as:</p> <ul style="list-style-type: none"> <li>• Accountability Measures</li> <li>• Data to be collected – Type and Quantity</li> <li>• Evaluation Methodology/Approach</li> </ul>
<b>Task 2 – Activities Report</b>	
2.0	Immediately upon contract execution, City shall submit on a monthly basis, an Activities Tracking Sheet documenting any events held and/or expenditures completed made using funds obtained pursuant to this Agreement.
<b>Task 3 - Written Progress Report</b>	
3.0	<p>No later than February 14, 2020, City shall submit a written report to County which must include:</p> <ul style="list-style-type: none"> <li>• Completed Activities Tracking Sheets so that information is prepared for SwORD data uploads,</li> <li>• Language access plan updates</li> <li>• Calendar and event updates</li> <li>• Budget Update</li> <li>• Other criteria to be determined by the County (e.g. Activity Summary, Deliverable Status, Concerns/Issues)</li> </ul>
<b>Task 4 - Final Report</b>	
4.0	A final report is due on <b>August 31, 2020</b> . At a minimum, the final report shall include:

	<ul style="list-style-type: none"><li>• Local response outcome including specific self-response rate</li><li>• Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign</li><li>• Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction</li><li>• Evaluations, criteria used and further recommendations for 2030</li></ul>
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SAMPLE

**BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT**

Cities with allocations less than \$10,000.00 will receive their full allocation following County approval of Strategic Implementation Plan.

Cities with allocations greater than \$10,000.00 will receive funds in increments. Following satisfactory completion of the milestones outlined below, and upon receipt and approval of the appropriate invoice, the County agrees to compensate the City in accordance with the rates/costs specified herein.

**BREAKDOWN OF PAYMENT****Total Allocation:**

	<b>Milestone</b>	<b>Payment Percentage</b>	<b>Payment Amount</b>	<b>Anticipated Payment Date</b>
1	Strategic Implementation Plan	50%	\$ _____	Upon County Approval
2	Progress Report	40%	\$ _____	Upon County Approval
3	Final Report	10%	\$ _____	August 31, 2020
			<b>Total Contract:</b>	

The City will become eligible for the funds described above following the satisfactory completion of each milestone outlined above. Prior to disbursement, the City must submit an invoice for reimbursement pursuant to Exhibit B, Section 1A. In no event shall the City request or be entitled to reimbursement from the County for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.

A. The City shall submit invoices, in accordance with the payment schedule above. Each line item listed on invoice must represent an allowable or approved expenditure. Invoices must include the following:

- 1) Agreement number;
- 2) Invoice number;
- 3) Invoice date;
- 4) Invoice total;
- 5) City's remittal address;
- 6) Billing and/or performance period covered by invoice;

B. Invoices shall be submitted physically to the address listed below:

**County of Los Angeles – Chief Executive Office**

**500 W. Temple Street, Room 723**

**Los Angeles, CA 90012**

**Attn: Cheri Thomas**

## **2. BUDGET CONTINGENCY**

- A. It is mutually agreed that if the State's 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 be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to the City or to furnish any other consideration under this Agreement, and the City shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the State's Budget Act for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County or offer an agreement to the City to reflect a reduction in the amount.

## **3. TIMELY SUBMISSION OF FINAL INVOICE**

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the County disputes the Final Invoice or any item in the Final Invoice, the County shall provide written notice to the City describing the reason or reasons the County's disputes the Final Invoice, and the City shall be required to submit a corrected Final Invoice to the County no later than ten (10) calendar days after the date the City received the County's written notice.
- C. If the City fails to submit a corrected Final Invoice within the time required, or if the City's corrected Final Invoice fails to correct the disputed item, the County shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The County may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, above if the City fails to obtain prior written County approval of an alternate Final Invoice submission deadline.

**CALIFORNIA COMPLETE COUNT**

400 "R" Street, Suite 350  
Sacramento, CA 95811  
(916) 852-2020

**Ditas Katague**

Director

Dear Contractor:

As you are completing your Strategic Plans, I wanted to provide additional information to you regarding your Volunteer Plans should you choose to use volunteers.

The use of volunteers in your census outreach efforts is optional. If you opt not to use volunteers, your plan can be simply a letter stating that your organization will not be using volunteers. Should your organization choose to use volunteers in your census outreach activities, your organization must adhere to standards and guidelines set forth below.

**VALUE OF VOLUNTEERS**

Volunteers bring needed cost efficiencies, energy, enthusiasm, and willingness to help further the CCC's mission. By engaging volunteers, the California Complete Count Census 2020 effort can develop a strong group of supporters who are passionate about their State and the importance of achieving a complete count in the 2020 Census. Trained volunteers can bring community connections and personal networks to educate, motivate and activate Californians to participate in the 2020 Census. A diverse group of volunteers provides opportunities to involve representatives of HTC populations and communities. In addition, volunteers can contribute tangible economic value, not in the form of financial donations, but in time and service.

**STANDARDS AND GUIDELINES**

- A. Should your organization choose to utilize volunteers for census outreach efforts, your Volunteer Plan must include the following:
1. **Use of Volunteers.** Your Volunteer Plan must describe how your organization plans to use volunteers to perform census outreach activities, including the services they will be performing and how they will be trained and supervised. Volunteers should be representative of California's diverse population.
  2. **Insurance.** Prior to the utilization of volunteers to perform outreach services under an approved Volunteer Plan, the Contractor must take reasonable steps necessary to extend insurance coverage for volunteers who are performing 2020 census outreach services. Coverage limits must be per

## LETTER TO CONTRACTOR RE: VOLUNTEER PLANS

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occurrence as set in the Special Terms and Conditions applicable to the contract between the CCC Office and Contractor for commercial general liability, auto, and worker's compensation (see California Labor Code section 3363.6).

- a. **Release and Waiver of Liability** – In the event that the Contractor's insurance plan does not extend Workers' Compensation Insurance and Automobile Liability Insurance Coverage to volunteers, the Contractor shall require all volunteers to complete a Release and Waiver of Liability (see attachment A).

3. **Background checks.** As stated in your contract with our office, Contractors must have non-discriminatory history background check policies and procedures in place, and adhere to them for hiring and retention of community outreach. Background investigations promote public safety and may minimize liability exposure.

It is Contractor's responsibility to determine the appropriate level of background check, including criminal and health, if any, for each type of volunteer. In some instances it may be determined that the appropriate level is "none." Consultation with local legal counsel may assist in making its decision. It is also prudent to verify professional licenses or certificates, when these documents are pertinent to the duties of the volunteer.

We are not being prescriptive as to your approach to background checks. However, if you decide to perform a background investigation, some considerations may include the:

- scope of volunteer service duties required
- interaction of the outreach volunteer with the community, especially with respect to children and the elderly
- who will pay for this service
- who will update records
- discovery of potential findings and what criteria to use to make decision

For volunteers who will have regular or direct contact with minors (i.e., going door-to-door, volunteering alongside minors, attending outreach events where minors are present), Contractors must verify if applicants have been included in any state or federal sexual offender registry. Contractors may access records from the Megan's Law website (<http://www.meganslaw.ca.gov/>) to conduct a California state sexual offender registry check. For a national sexual offender registry search, Contractors may access the U.S. Department of Justice's website

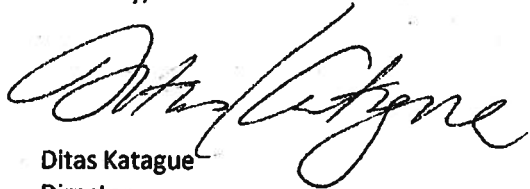
## LETTER TO CONTRACTOR RE: VOLUNTEER PLANS

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([www.nsopr.gov](http://www.nsopr.gov)) and/or the Federal Bureau of Investigation's website ([www.fbi.gov/scams-safety/registry](http://www.fbi.gov/scams-safety/registry)).

4. **Contractor's Volunteers.** Contractor shall make clear in writing to its volunteers that they are performing volunteer services on behalf of Contractor's organization and not the State of California or the CCC Office.
5. **Confidentiality of Personnel Information.**
  - a. **Confidentiality of Volunteer Information.** Please be aware that any personal information relating to volunteers collected by the Contractor's volunteer manager is subject to the confidentiality protections afforded by the Information Practices Act of 1977 (IPA). In addition,
  - b. **Confidentiality of Information Gained by Volunteers.** Contractor shall ensure that the contractual confidentiality provisions applying to Contractor and its affiliates are applied to Contractor's volunteers. Contractor's volunteers shall not use or disclose any personal information belonging to any individual gained by virtue of doing census-related outreach work.

Sincerely,



Ditas Katague  
Director

## **COUNTY OF LOS ANGELES 2020 CENSUS FUNDING PROPOSAL GUIDELINES**

Describe the strategy and activities your city will use to maximize 2020 Census participation. In describing your strategy, please include the following:

1. Proposed Activities – must be included in the approved activities list. Please use the attached “Activities Tracking Sheet” to document your proposed activities/events. The following activities are approved:
  - a. Outreach/education activities to increase census participation
  - b. Purchase of outreach materials (banners, bus wraparounds, flyers, etc.)
  - c. Local paid media targeting HTC areas/populations
  - d. Distribution of outreach materials
  - e. Canvassing of HTC areas
  - f. Form-filling assistance
  - g. Phone banking
  - h. Pledge cards (creation and/or distribution)
  - i. Translation/interpretation services
  - j. Promotion of local hiring of Census enumerators (in partnership with U.S. Census Bureau)
  - k. Non-Response follow-up activities (during May-August 2020)
2. The Census Block Groups your city intends to target (To find the HTC block groups within your city, please refer to the following link: <http://arcg.is/1PyCTz>).
3. Primary HTC populations you plan to outreach:
  - a. Latino
  - b. African American
  - c. Pacific Islander
  - d. Native American and Tribal
  - e. Middle Eastern
  - f. Immigrant and Refugee
  - g. People with Disabilities
  - h. LGBTQ Individuals and Families
  - i. Homeless Individuals and Families/Nonconventional Housing
  - j. Seniors/Older Adults
  - k. Children 0-8
  - l. Households with Limited English Proficiency (LEP)
  - m. Other (please specify)



4. Language Access – Los Angeles County, due to the size of its LEP population, is required to provide language support activities in the top 12 non-English language groups in Los Angeles County. Please indicate which of the following languages will be accommodated (please note that your plan may not be approved if threshold languages prominent in your city are not included):

- a. Arabic
- b. Armenian
- c. Chinese (including Cantonese and Mandarin)
- d. Farsi
- e. Japanese
- f. Khmer
- g. Korean
- h. Russian
- i. Spanish
- j. Tagalog/Filipino
- k. Thai
- l. Vietnamese

5. Budget – The budget must be straightforward and comprehensive. What are the costs of implementing the outreach project? List any items you will purchase, and how much you think they will cost. For example, include items such as promotional materials, pamphlets, or food, as well as expected costs for proposed events.

For allocation amounts over \$10,000, funds will be disbursed in three (3) installments (50 percent, 40 percent, 10 percent). **Administrative costs are capped at 5 percent.**

6. Results – Provide a brief description of the specific results which are the goal of the outreach project/activity, and how the proposed activities will contribute to their achievement. Include a brief plan for monitoring and evaluation – a method which will ensure the project is monitored in order to determine the success of the outreach project.

## Activities Tracking Sheet

[illegible]



