

File No. 200916

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date September 2, 2020

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong Date August 28, 2020

Completed by: Linda Wong Date _____

1 [Accept and Expend Grant - Retroactive - California Complete Count Census 2020 Grant
2 Supplemental - \$259,232]

3 **Resolution retroactively authorizing the Office of Civic Engagement and Immigrant**
4 **Affairs to accept and expend a supplemental grant in the amount of \$259,232 from the**
5 **California Complete Count Census 2020 to support San Francisco’s Census 2020**
6 **outreach, education and motivation campaign, focusing on Hard to Count communities**
7 **and populations for the period of March 1, 2019, through December 31, 2020.**

8
9 WHEREAS, The decennial census is mandated by the U.S. Constitution and requires
10 that every person living in the United States be counted every ten years; and

11 WHEREAS, Census data and information are used to allocate Congressional seats,
12 electoral votes, and federal funding to state and local governments; and

13 WHEREAS, The 2020 Census is expected to be one of the most challenging decennial
14 census efforts in the history of the country, with increased cybersecurity concerns from the
15 public, fear among immigrants, and the Census Bureau’s reliance on an all-digital count; and

16 WHEREAS, San Francisco has one of the highest Hard-to-Count populations in the
17 State and nation, with added challenges in addition to language and digital divide barriers;
18 and

19 WHEREAS, An estimated 100,000 residents were undercounted in the 2000 Census,
20 resulting in an estimated loss of over \$195 million in federal funding; and

21 WHEREAS, The State of California estimates that an undercount of Californians in the
22 2020 Census could cost the state billions of dollars in federal program funding, a loss of
23 approximately \$1,950 per person, per year for the next decade; and

24 WHEREAS, The Board of Supervisors adopted Resolution No. 36-19 (File No. 190057)
25 supporting the City and County of San Francisco’s participation in the United States Census,

1 making the City eligible to receive an initial grant amount of \$546,212 from the California
2 Complete Count Census 2020 Office that was appropriated through the FY2019-2020 budget;
3 and

4 WHEREAS, Due to the COVID-19 pandemic, in-person, community-based Census
5 outreach and assistance activities have been paused and this has placed additional hardships
6 for underserved and hard-to-count communities who face language and digital barriers to
7 participate in the census; and

8 WHEREAS, The State of California's California Complete Count has made \$259,232 in
9 supplemental funds available to San Francisco to support the following funding priorities:

- 10 1) Printing of census collateral materials in languages that support the hardest to count
- 11 demographics and local outreach strategies approved in San Francisco's Implementation Plan
- 12 2) Providing in-language support at Questionnaire Assistance Centers and other outreach
- 13 activities focused on motivating hardest to count communities to complete the census
- 14 questionnaire 3) Executing census outreach activities in hard-to-count Census tracks
- 15 identified by the State of California (Hard to Count "HTC" 57+) where there are currently no
- 16 activities planned 4) Bolstering existing efforts in hardest to count census tracks to amplify the
- 17 SFCounts campaign's call to action of completing the census questionnaire online 5)
- 18 Establishing a contingency fund for rapid deployment of resources during the self-response
- 19 period, including but not limited to establishing Questionnaire Assistance Centers and
- 20 expanded hours, canvassing, phone banking, and other census outreach activities that may
- 21 be easily adjusted to focus on tracks that are below expected response rates; and

22 WHEREAS, The Office of Civic Engagement and Immigrant Affairs proposes to
23 maximize the use of the grant funds on program expenditures by not including indirect costs in
24 the grant budget; now, therefore, be it

25 RESOLVED, That the Board of Supervisors authorizes the Office of Civic Engagement
and Immigrant Affairs to apply for, accept and expend \$259,232 in supplemental funds for a

1 total of \$805,444 allocated by the State of California Complete Count Committee for the
2 purpose of conducting 2020 Census related public awareness, motivation, outreach and
3 education activities, including those of the San Francisco Complete Count Committee; and, be
4 it

5 FURTHER RESOLVED, That the Office of Civic Engagement & Immigrant Affairs will
6 ensure that multilingual, multicultural and inclusive outreach and education is conducted by
7 culturally and linguistically competent city and community partners to encourage the
8 participation of all San Francisco residents in the 2020 Census and to ensure an accurate, fair
9 and inclusive count of San Francisco's population by the Census Bureau.

10

11

12 Recommended:

Approved: /s/

13

Mayor

14 /s/

15 Department Head

16

Approved: /s/

17

Controller

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File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: California Complete Count Census 2020 Grant - \$259,232
2. Department: City Administrator – Office of Civic Engagement and Immigrant Affairs
3. Contact Person: Adrienne Pon, OCEIA Telephone: 415-581-2317
4. Grant Approval Status (check one):
X Approved by funding agency [] Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$259,232
6. a. Matching Funds Required: \$ N/A (Adds additional state match)
b. Source(s) of matching funds (if applicable): N/A
7. a. Grant Source Agency: California Department of General Services
b. Grant Pass-Through Agency (if applicable): Government Operations – Complete Count
8. Proposed Grant Project Summary: This grant provides supplemental funding for outreach activities designed to maximize the count of San Franciscans for the Census.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: March 1, 2019 End-Date: September 30, 2020
10. a. Amount budgeted for contractual services: \$259,232
b. Will contractual services be put out to bid? Yes, as community grants.
c. If so, will contract services help to further the goals of the Department’s Local Business Enterprise (LBE) requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? One-time.
11. a. Does the budget include indirect costs?
[] Yes X No
b. 1. If yes, how much? \$
b. 2. How was the amount calculated?
c. 1. If no, why are indirect costs not included?
X Not allowed by granting agency X To maximize use of grant funds on direct services
[] Other (please explain):
c. 2. If no indirect costs are included, what would have been the indirect costs? N/A
12. Any other significant grant requirements or comments: Board presentation of this grant acceptance resolution was delayed to add amendments related to privacy based on BOS Resolution 073-20.

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

All grantees should be made aware of programmatic accessibility obligations in question 14 above. Mayor's Office on Disability is available for compliance consult on these items as needed.

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Nicole Bohn

(Name)

Director, Mayor's Office on Disability

Title)

Date Reviewed: July 1, 2020


(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Ken Bukowski

(Name)

Deputy City Administrator/CFO

(Title)

Date Reviewed: 7/8/20

Kenneth Bukowski
(Signature Required)

UPDATE ON CENSUS OUTREACH AND FUNDING

I. 2020 Census Outreach

A. Impact of COVID-19 Emergency on 2020 Census Outreach and Participation

- ✓ Census is already here and online
- ✓ Cancellation of majority of street fairs, outreach events and large public gatherings poses a major barrier to promoting the Census
- ✓ Public awareness focused on health emergency- even less attention on the Census
- ✓ Limited, ineffective efforts by US Census Bureau

B. What OCEIA is Doing: Developing alternative approaches and are starting to implement

- ✓ Pivot to digital promotion of census
- ✓ Digital ads
- ✓ Increased social media usage.
- ✓ Increased ethnic and local community-based media promotion (i.e., Sunset Beacon, SF Bayview, radio, 1010 AM, KMEL, etc.)
- ✓ Webinars
- ✓ Texting Campaign
- ✓ Call for support from City departments able to help promote electronically or otherwise
- ✓ Alternative, community-based video outreach project in production- using social media influencers to boost Census participation

II. State Funding and Grants

A. Two state grants for Hard to Count outreach and education:

Original Grant Amount: \$546,212 awarded, have received \$442,431.72 to date.

Supplemental Grant Amount: \$259,232 pending since 1.27.2020, has not been signed or executed

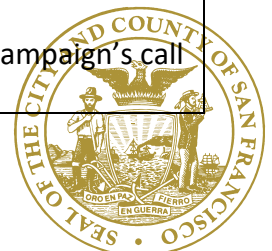
State Required Purpose and Use of Supplemental Grant

A. Printing of census collateral materials in languages that support the hardest to count demographics and local outreach strategies approved in your Implementation Plan.

B. Providing in-language support at Questionnaire Assistance Centers and other outreach activities focused on motivating hardest to count communities to complete the census questionnaire. This focus should take into consideration Language and Communication Access Plan requirements (LACAP).

C. Executing Census outreach activities in tracks (HTC 57+) where there are currently no activities planned. Refer to Implementation Plan and SwORD database for identification of these tracks.

D. Bolstering existing efforts in hardest to count census tracks to amplify the campaign's call to action of completing the census questionnaire online.



E. Establishing a contingency fund for rapid deployment of resources during the self-response period, including but not limited to establishing Questionnaire Assistance Centers and expanded hours, canvassing, phone banking, and other census outreach activities that may be easily adjusted to focus on tracks that are below expected response rates.

B. Proposed allocation of supplemental grant

AMOUNT	ORGANIZATION*	PROPOSED WORK/PROJECT
\$50,000	SF Rising	Citywide training of canvassers and outreach workers (both SF Rising and APRI) and technical support with canvassing tools and systems (use of PDI and SwORD now in question and under legal review). Necessary to know where to deploy outreach workers to assist city residents.
\$20,000	CAA	(WeChat)- add tech solution due to inability of UWBA, State and US Census Bureau to provide Chinese language assistance using Traditional Chinese Characters (only simplified Chinese is being used but the majority of SF residents use traditional Chinese.
\$3,000	YMCA	Expand census outreach activities to other YMCAs across the City
\$186,232	Keep in 038 and carryforward	Cover FY20-21 Final Grant Payments (amount shorted in budget info provided by former Budget Analyst); Advertising and electronic outreach; SFCCC Census Day events; tablets for onsite assistance; printing of multilingual materials; language translation services
\$259,232	TOTAL	

III. Issues/Challenges

- ✓ Need resource from the State to conduct local advertising for Census and cover final grant payments.
- ✓ City Attorneys for DT are reviewing contracts for any conflict with local laws, specifically “*Privacy First Policy*” and “*Commitment to Monitor and Defend the Confidentiality of the 2020 Census Data Collection Efforts.*”
- ✓ Need a boost from Mayor, City Administrator and other leaders to remind residents to do the Census.

Prepared by Adrienne Pon

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT

STD 213A(Rev. 07/2019)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 32 PAGES

AGREEMENT NUMBER CCC-18-20030	AMENDMENT NUMBER 2	Purchasing Authority Number
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Government Operations Agency – California Complete Count - Census 2020

CONTRACTOR NAME

San Francisco County

The term of this Agreement is:

START DATE

March 1, 2019 (or upon execution, whichever occurs later)

THROUGH END DATE

December 31, 2020

2. The maximum amount of this Agreement after this Amendment is: \$ 805,444.00

Eight Hundred Five Thousand Four Hundred and Forty Four Dollars and Zero Cents

3. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. This agreement is amended with the addition of Exhibit F. Revisions are outlined on page 1 of the attached 32 pages, titled Amendment 2
- B. This agreement adds the following exhibit:
 - Exhibit F – SwORD Terms of Use

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Francisco County

CONTRACTOR BUSINESS ADDRESS
 1 Dr Carlton B Goodlet Pl, Rm 244

CITY
 San Francisco

STATE
 CA

ZIP
 94102

PRINTED NAME OF PERSON SIGNING
 Naomi M. Kelly

TITLE
 City Administrator

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED
 [7/15/2020]

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Government Operations Agency – California Complete Count – Census 2020

CONTRACTING AGENCY ADDRESS
 400 R Street, Suite 359

CITY
 Sacramento

STATE
 CA

ZIP
 95811

PRINTED NAME OF PERSON SIGNING
 Sara Murillo

TITLE
 Deputy Director of Administration

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Public Contract Code Division 2, Part 2,
 Chapter 11, Section 19150

AMENDMENT

All changes made to this Agreement are highlighted in red font. All other terms and conditions shall remain the same. All changes stated in this amendment supersede any previous language stated in the original agreement.

Amendment Summary:

1.	Added Exhibit F, Sword Term of Use
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EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (SOW)

San Francisco County, herein called (Contractor) is entering into this agreement with the California Complete Count Census 2020 (CCC Office), hereinafter referred to as “State or CCC Office” to provide marketing and outreach services on behalf of the State as described herein. Additional Contractor responsibilities and requirements are outlined in Exhibit A, Attachment A -1.

1. BACKGROUND

The California Complete Count Census 2020 effort is a statewide outreach and awareness campaign designed to ensure an accurate and complete count of all Californians in the upcoming 2020 United States Census. The 2020 Census is the decennial census, mandated by Article 1, Section 2 of the United States Constitution. The results are used to allocate Congressional seats, electoral votes, and government program funding to state and local governments. Just based on the funding component, a census that undercounts Californians could cost the state billions of dollars. For every Californian missed during the Census 2020 count, the State is expected to lose approximately \$1,950 per person, per year, for 10 years, in federal program funding.

In preparation for the 2020 census, Governor Brown issued an Executive Order (B-49-18) describing California’s Census 2020 initiative. The Executive Order established a California Complete Count Committee to develop, recommend, and assist in the administration of a census outreach strategy to encourage full participation in the 2020 Census. The California Complete Count outreach strategy is funded by a Budget Bill, which allocated \$90.3 million in the state budget for efforts related to the upcoming 2020 Census. The State has authorized \$26.5 million of those funds to be directed towards county-based outreach efforts.

2. PURPOSE

The State’s 2020 Complete Count Census outreach campaign will focus on both the 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 often used interchangeably.

This program aims to address the following goals:

Increase awareness and knowledge about the 2020 Census in HTC communities and populations;

Deliver focused messages via trusted messengers in trusted environments about the 2020 Census process to HTC areas and populations concentrated in Census tracts that are least likely to respond.

Ensure that all outreach, messaging and publicity is culturally relevant and linguistically appropriate;

Support the California Complete Count statewide community outreach and media relations efforts through a strategy that is focused, timely, cost-effective and tailored to addressing barriers that prevent HTC communities and populations from completing and returning their forms;

Complement as well as add value to the outreach, messaging and advertising provided by the U.S. Census Bureau;

Work collaboratively with a network of community-based organizations, other local governments and others across sectors; and

The ultimate goal is to ensure that HTC/least likely to respond communities and populations in California are accurately counted in the 2020 Census, thereby achieving the highest self-response rate possible for California.

3. OBJECTIVES

The local county office (herein called Contractor) will collaborate and work with other contracted community-based-organizations (CBOs) and State media contractor(s) to inform the general public of the importance of completing the census questionnaire. The 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.

A. THE STATE'S OUTREACH OBJECTIVES ARE:

1. To further promote awareness about the census, the process, its pre-notice advisory, the questionnaire and the key deadlines.
2. To publicize locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations may include neighborhood Questionnaire Assistance Centers (QACs), Questionnaire Action Kiosks (QAKs), and other venues. A QAC can be established at a public venue such as a library, school, or post office staffed with knowledgeable personnel that can assist the public with completing the census questionnaire, and answer questions related to the Census 2020.
3. To motivate all Californians to complete and return their questionnaires by explaining in ways that are relevant to them what the census means to California, and when possible, to their counties and cities.
4. To focus funding and efforts in geographic areas and demographic populations who are least likely to respond including, but not limited to:
 - Latinos
 - African-Americans
 - Native Americans and Tribal Communities
 - Asian-Americans & Pacific Islanders (API)
 - Middle-Eastern North Africans (MENA)
 - Immigrants and Refugees
 - Farm-workers
 - People with Disabilities
 - Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
 - Seniors/Older Adults
 - Homeless Individuals and Families
 - Children Ages 0-5
 - Veterans
 - Areas with low broadband subscription rates and limited or no access
 - Households with limited English proficiency

B. THE CONTRACTOR SHALL ACHIEVE THE FOLLOWING 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 of 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 individuals with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13, “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 Contractor’s local jurisdiction that are least likely to respond, as identified in Task 1.2.
5. To establish, manage, and announce locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations may include neighborhood QAC’s and QAK’s.

MOTIVATE

6. Eliminate the fear of completing the census questionnaire. Instill trust that the government will not use this data in a negative way. No one outside the Census Bureau can ever be given any information to link names to addresses on the census questionnaire. Not even the President of the United States is permitted to look at individual census records.
7. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.
8. Establish comfortable environment(s) and settings early on and leading to the Census 2020 to encourage the public to participate in the census, following the education phase. Continue to educate and inform on the importance of the census as a motivator.
9. Where possible, Contractor should assess messaging efforts, outreach and tools.

ACTIVATE

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

4. STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION

Contractor shall design and implement a multi-faceted, multi-channel, multi-lingual cohesive strategic outreach plan to reach all census audiences in California. 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 CCC Office as described in Task 1.

5. RESPONSIBILITIES & REQUIREMENTS

The board resolution, order, motion, ordinance or similar document shall be approved by the State before the parties can enter into a valid contract. The Contractor shall not perform any tasks prior to contract execution. A list of all tasks and deliverables are set forth below.

Administrative Requirement - Board Resolution	
Each county is required to have a Board legally binding resolution, order, motions or ordinance or similar document from the local governing body authorizing execution of the agreement.	
Task 1 -- Strategic Plan	
Within sixty (60) days of entering into contract, the Contractor must provide the State with the Contractor's Strategic Plan, which shall address subtasks 1.1 through 1.11. The CCC Office must approve (in writing) the Strategic Plan.	
1.1	Outreach Plan – Contractor 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 -- Contractor shall describe its approach to outreach, including: <ul style="list-style-type: none"> • Identification of least likely to respond areas and populations vis-a-vis census tracts within the local jurisdiction. • Describe research methodology used to identify HTC/least likely to respond populations, barriers, challenges and opportunities for outreach
1.3	Partnership Coordination -- Contractor shall provide a plan showing its integrated and coordinated approach working with the US Census Bureau, the CCC Office, cities, schools, CBOs, and other civil society organizations to avoid duplication and to identify methodology to address gaps.

1.4	Resources and Infrastructure -- Contractor shall provide a primary designee who has geographic information systems (GIS) knowledge that will interface with the Statewide Outreach and Rapid Deployment (SwORD) mapping portal. Contractor shall also provide a plan for establishing, managing, and announcing QACs and/or QAKs which should include locations and resources. Contractor shall work with their assigned State RPM to activate a reasonable number of QACs/QAKs within their local jurisdiction.
1.5	Contractor shall provide geospatial data or mapping of the following: <ul style="list-style-type: none"> • County HTC/least likely to respond areas • County resources/office to be leveraged in outreach to the HTC/least likely to respond • Potential partners including CBOs and any other partners across various sectors
1.6	Language Access Plan – California has over 200 non-English languages spoken across the state. Contractor shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the local jurisdiction.
1.7	Local Complete Count Committee (LCCC) -- Structure of the county's LCCC and organization chart, if available.
1.8	Workforce Development -- Plan describing how the county may assist the U.S. Census Bureau with local hiring of census enumerators and other personnel. Based on previous census efforts, it is known that hiring locally for these critical jobs is an important factor in establishing trusted messengers that may impact the enumeration positively.
1.9	Budget — Contractor shall provide a budget proposal of the County's allocated funding provided by the State including, but not limited to: <ul style="list-style-type: none"> • Administrative costs (not to exceed 10% of total allocation) • Outreach (e.g. events, meetings, materials, etc.) • Media
1.10	Timeline of activities during the term of this contract.
1.11	Contractor to describe its plan to measure results throughout the contract such as: <ul style="list-style-type: none"> • Accountability Measures • Data to be collected – Type and Quantity • Evaluation Methodology/Approach

Task 2 - Monthly Meetings	
2.0	Immediately upon contract execution, the Contractor shall participate in monthly in-person meetings or phone calls with the area’s assigned State Regional Program Manager (RPM) to discuss operations and provide updates of the strategic plan and progress. The monthly meetings shall continue through September 30, 2020. The Contractor shall be responsible for scheduling monthly meetings with the RPM.
Task 3 - Quarterly Written Reports	
3.0	Immediately upon contract execution or starting April 1, 2019, whichever comes later, the Contractor shall provide two written quarterly reports to the assigned RPM, with the first due April 1, 2019 and the second due July 1, 2019. The quarterly written reports must include: <ul style="list-style-type: none"> • Information for SwORD data uploads, upon request by the RPM • Language access plan updates • Calendar and event updates • Budget Update • Other criteria to be determined by the RPM (e.g. Activity Summary, Deliverable Status, Concerns/Issues)
Task 4 - Implementation Plan	
4.0	An Implementation Plan is due by October 30, 2019. The Implementation Plan shall include: <ul style="list-style-type: none"> • Overview of outreach and marketing/communications • List of subcontractors, including address, audience reached • Non-Response Follow-Up (NRFU) Period Plans and Activities, specifically during the May- August 2020 timeframe • Update on Task 1.11
Task 4.5 – Additional Funding Priorities for Outreach	
4.5	See Exhibit A, Attachment A-1
Task 5 - Final Report	
5.0	A final report is due on September 30, 2020. At a minimum, the final report shall include: <ul style="list-style-type: none"> • Local response outcome including specific self-response rate • Overview of NRFU activities • Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign • Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California • Evaluations, criteria used and further recommendations for 2030

6. PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT

State (Regional Program Manager):		Contractor: County	
Name:	David Tucker	Name:	Tal Quetone Bill Barnes
Telephone Number:	(916) 215-5037	Telephone Number:	(415) 554-4928 (415) 554-7554
Address	400 R Street, Suite 359 Sacramento, CA 95811	Address	1 Dr Carlton B Goodlet Pl, Rm 244 San Francisco, CA 94102
E-mail address	david.tucker@census.ca.gov	E-mail address	tal.quetone@sfgov.org bill.barnes@sfgov.org

Direct all financial and administrative inquiries to:

State:		Contractor: County	
Name:	Sara Murillo, Assistant Director of Administration	Name:	Tal Quetone Bill Barnes
Telephone Number:	(916) 852-2020	Telephone Number:	(415) 554-4928 (415) 554-7554
Address	400 R Street, Suite 359 Sacramento, CA 95811	Address	1 Dr Carlton B Goodlet Pl, Rm 244 San Francisco, CA 94102
E-mail address	sara.murillo@census.ca.gov	E-mail address	tal.quetone@sfgov.org bill.barnes@sfgov.org

7. DELIVERABLE SCHEDULE

	Milestone	Payment Amount	Timeline
1	Board Resolution (Upon contract execution)	10% of Total Contract Amount, less 10% withhold	Upon Receipt by the State
2	Strategic Plan	35% of Total Contract Amount, less 10% withhold	Upon State Approval
3	First Quarterly Report	10% of Total Contract Amount, less 10% withhold	April 1, 2019
4	Second Quarterly Report	10% of Total Contract Amount, less 10% withhold	July 1, 2019
5	Third Quarterly Report Implementation Plan (January 2020- July 2020)	25% of Total Contract Amount, less 10% withhold	September October 30, 2019
6	Completion / Results of Outreach Implementation of Outreach (Final plans for Census week of outreach events)	Release of Withhold	February January 15, 2020
7	Opt-In Letter	100% of Augmented Funding	Upon receipt of Opt In Letter
8	NRFU Plan	5% NRFU Plan	April 15, 2020
9	Final Report	5% of Total Contract Amount	September 30, 2020

8. DOCUMENTS AND DELIVERY

1. Document Format

- a. All documents shall be provided in a format compatible with the State Census Office standard applications (currently, Microsoft Office and Adobe). In all cases, the Contractor shall verify application compatibility with the State Contract Manager prior to creation or delivery of any document. Any deviations to these standards shall be approved by the State's Contract Manager.
- b. The delivery media shall be compatible with the State storage devices. (currently, USB Flash Drives or CD/DVD ROM)
- c. Contractor shall have the capability to collect and store data in formats such as Excel, .csv or others used in geographic information systems.
- d. Internet access is required.

2. Electronic and hard copy submissions:
 - a. One (1) electronic copy and two (2) hard copies of all documents are to be submitted to:

California Complete Count – Census 2020
Attn: Contracts Unit
Agreement # CCC-18-20030
400 R Street, Suite 359
Sacramento, CA 95811
Contracts@census.ca.gov

9. SUBSTITUTE PERSONNEL

1. If the Contractor's assigned representative is unable to perform their duties due to illness, resignation, other factors beyond the Contractor's control, or upon mutual agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel. If the Contractor is unable to provide a substitute, or if the State does not approve of the substitute, either the Contractor or the State may terminate this Agreement with a 30-day advance written notice.
2. If the addition or substitution of Contractor personnel does not increase the total cost of the Agreement, no amendment shall be required to make this change(s) to the Agreement.

10. TERM OF AGREEMENT

This Agreement will commence on the start date as noted on the Standard Agreement, STD 213, or the date approved by the State Census Office, whichever is later, and no work shall begin before that time. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the State Contract Manager. This Agreement shall expire on the date noted on the STD 213.

EXHIBIT A, ATTACHMENT A – 1

ADDITIONAL RESPONSIBILITIES AND REQUIREMENTS

1. The CCC Office is augmenting the original funding allocation awarded to the Contractor to facilitate and support five (5) additional funding priorities. Contractor’s additional responsibilities and requirements are specified below in Table 1. Contractor agrees to perform these additional responsibilities and requirements in exchange for the augmented funding authorized.

Table 1:

Contractor's Additional Responsibilities and Requirements:	
1.	<p>Contractor will use augmented funding to support the following five (5) funding priorities:</p> <ul style="list-style-type: none"> A. Printing of census collateral materials in languages that support the hardest to count demographics and local outreach strategies approved in your Implementation Plan. B. Providing in-language support at Questionnaire Assistance Centers and other outreach activities focused on motivating hardest to count communities to complete the census questionnaire. This focus should take into consideration Language and Communication Access Plan requirements (LACAP). C. Executing Census outreach activities in tracks (HTC 57+) where there are currently no activities planned. Refer to Implementation Plan and SwORD database for identification of these tracks. D. Bolstering existing efforts in hardest to count census tracks to amplify the campaign’s call to action of completing the census questionnaire online. E. Establishing a contingency fund for rapid deployment of resources during the self-response period, including but not limited to establishing Questionnaire Assistance Centers and expanded hours, canvassing, phone banking, and other census outreach activities that may be easily adjusted to focus on tracks that are below expected response rates.
2.	Contractor is required to update the activities related to additional funding into the SwORD monitoring and reporting tool.
3.	<p>Contractor agrees to the following administrative requirements:</p> <ul style="list-style-type: none"> • The Contractor shall cooperate with and take direction from the CCC Office and assigned State RPM, which has final oversight over all outreach activities. • All work and services shall be performed in good faith using reasonable care, skill and diligence necessary to achieve an accurate and complete count. • The RPM reserves the authority to change or redirect the budget and outreach plan during the implementation and planning phases of the contract as needed. • The Contractor shall coordinate and cooperate with other contracted entities, including counties, media contractors, and other CBOs.
Augmented Funding:	
\$ 259,232.00	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate Contractor for actual expenditures in accordance with the rates/costs specified herein.

BREAKDOWN OF PAYMENT **Total Allocation: ~~\$ 546,212.00~~ \$ 805,444.00**

	Milestone	Payment Percentage	Invoice Amount	Actual Payment (Less Withhold)	Payment Date
1	Board Resolution**	10%	\$ 54,621.20	\$ 49,159.08	Upon Receipt
2	Strategic Plan**	35%	\$ 191,174.20	\$ 172,056.78	Upon State Approval
3	Quarterly Report**	10%	\$ 54,621.20	\$ 49,159.08	April 1, 2019
4	Quarterly Report**	10%	\$ 54,621.20	\$ 49,159.08	July 1, 2019
5	Implementation Plan (January 2020- July 2020) **	25%	\$ 136,553.00	\$ 122,897.70	September 30, 2019
6	Implementation Outreach	Release of Withhold		\$ 49,159.08	
7	Opt in Letter	-	\$ 259,232.00	\$ 259,232.00	
8	NRFU Plan	5%	\$ 27,310.60	\$ 27,310.60	
9	Final Report	5%	\$ 27,310.60	\$ 27,310.60	September 30, 2020
Original Total Contract:					\$ 546,212.00
Augmented Funding:					\$ 259,232.00
New Contract Total:					\$ 805,444.00

**** Payments shall include a 10% withhold pursuant to Public Contract Code section 10346.**

Contractor will be paid for satisfactorily completing each task through a series of progress payments. Pursuant to California Public Contract Code section 10346 and State Contract Manual Vol. I, Section 7.33, each progress payment will contain a 10% withhold to be paid according to the dates set forth in the table below above.

- A. In no event shall the Contractor request or be entitled to reimbursement from the State for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.
- B. The Contractor shall submit invoices upon receipt of written approval of each deliverable by the assigned Regional Program Manager, in accordance with the payment schedule above. The CCC Office's acceptance of each deliverable is required before invoicing and payment of deliverables. The CCC Office may not be invoiced for any costs exceeding the maximum amount identified for each specific deliverable. Any invoiced amount in excess of the percentages listed above will not be paid by the CCC Office.

Invoices must include the following:

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

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

California Complete Count – Census 2020
Administration Office
Agreement # CCC-18-20030
400 R Street, Suite 359
Sacramento, CA 95811

2. BUDGET CONTINGENCY

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

3. PROMPT PAYMENT CLAUSE

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

4. 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 State disputes the Final Invoice or any item in the Final Invoice, the State shall provide written notice to the Contractor describing the reason or reasons the State disputes the Final Invoice, and the Contractor shall be required to submit a corrected Final Invoice to the State no later than ten (10) calendar days after the date the Contractor received the State's written notice.
- C. If the Contractor fails to submit a corrected Final Invoice within the time required, or if the Contractor's corrected Final Invoice fails to correct the disputed item, the State 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 State may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, Budget Detail and Payment Provisions Section 5.A above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC-04/2017)

The General Terms and Conditions are herein incorporated by reference and are available at the Internet site:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERFORMANCE COMMENCEMENT

This Agreement is of no force and effect until signed by both Parties.

2. RIGHT TO TERMINATE

The State reserves the right to terminate this Agreement without cause upon thirty (30) days advance written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the State may terminate the Agreement for cause. The term “for cause” shall mean that the Contractor 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 State’s notification to the Contractor. In the event of such termination, the State may proceed with the work in any manner deemed proper by State and all costs to the State shall be deducted from any sum due to the Contractor under this agreement.

This parties may agree to suspend or cancel the agreement if the Contractor or State’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 Contractor is unable to render service as a result of any action by any governmental authority.

3. AMENDMENTS

Upon mutual consent, CCC Office and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

4. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. CONTRACTOR STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California Complete Count – Census 2020 or the State of California.

6. COPYRIGHT

All rights in copyright works created by the Contractor or any of its subcontractors in the performance of work under this contract are the property of the State.

7. INSURANCE REQUIREMENTS

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor and/or Permittee's obligations under the contract.
- 8) Satisfying a SIR – All insurance policies required by this contract/permit must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- 9) Available Coverages/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.
- 10) Subcontractors – In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, Contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

11) **Volunteers** - In the case of Contractor and/or Permittee's utilization of Volunteers to complete the contracted scope of work, Contractor and/or Permittee shall take reasonable steps necessary to extend insurance coverage for volunteers who are performing 2020 census outreach services. Coverage limits must be per occurrence as set forth herein for commercial general liability, auto, and worker's compensation. If the Contractor's insurance plan does not extend Workers' Compensation Insurance and Automobile Liability Insurance Coverage to volunteers and it would be unreasonable or a hardship for the Contractor to obtain coverage, the Contractor shall require all volunteers to complete a Release and Waiver of Liability (see attachment A).

B. Insurance Requirements: The Contractor shall furnish to the State evidence of the following required insurance:

1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than one-million dollars (\$ 1,000,000.00) per occurrence and two-million dollars (\$ 2,000,000.00) aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

The policy must include the following additional ensured designation and endorsement:

“California Complete Count – Census 2020, State of California, its officers, agents, and employees are included as additional insureds, but only with respect to work performed under this contract.”

The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time).

3) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who shall be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State (Census). A waiver of subrogation in favor of the State of California shall be provided.

4) Professional Liability Contractors shall maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate covering any damages caused by negligent error, act, or omission. The policy's retroactive date shall be shown on the certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins. Contractor is responsible for maintaining continuous coverage for up to three (3) years after the notice of completion of the contract.

Subsequent renewals of the insurance certificate shall be sent to CCC Office, c/o Census, Attn: Sara Murillo, 400 R Street, Suite 359, Sacramento, California 95811. This name and address shall appear on the certificate as the certificate holder.

8. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

~~9. POLITICAL REFORM ACT~~

~~The contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political reform Act, Exhibit D, Attachment 2. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission form 700) upon assuming office, annually, and within 30 days after leaving office.~~

9. SETTLEMENT OF DISPUTES

In the event of a dispute, the Contractor shall file a written dispute notice with the State Contract Manager within ten (10) State business days after discovery of the problem. Pending resolution of any dispute, the Parties shall continue to perform under this Agreement, and Contractor shall diligently continue all work and comply with all of the State Contract Manager's orders and directions.

- A. The written dispute notice shall contain the following information:
- 1) The decision under dispute;
 - 2) The reason(s) the Contractor believes the decision in dispute to have been in error (if applicable, reference pertinent Agreement provisions);
 - 3) Identification of all documents and substance of all oral communications that support the Contractor's position; and
 - 4) The dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the State Contract Manager will examine the matter and issue a written decision to the Contractor within ten (10) State business days. The decision shall contain the following information:
- 1) A description of the dispute;
 - 2) A reference to pertinent Agreement provisions, if applicable;
 - 3) A statement of the factual areas of the agreement or disagreement; and
 - 4) A statement of the representative's decision with supporting rationale.

- C. The decision of the State Contract Manager shall be final unless, within thirty (30) calendar days from the date of the receipt of the State Project Director's decision, the Contractor files with the State a notice of appeal addressed to:

California Complete Count Census 2020
Attn: Director
400 R Street, Suite 359
Sacramento, CA 95811

The decision of the Director or the Director's designee shall be final.

10. ENTIRE AGREEMENT

This Agreement (including the Exhibits and documents incorporated into this Agreement by reference) is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior contracts or prior representations, oral or written, between the Parties relating to the subject matter of this Agreement.

~~11. INCOMPATIBLE ACTIVITIES & STATEMENT OF ECONOMIC INTEREST FORM 700~~

~~A. The County Employee is subject to the following incompatible activities provision of Government Code section 1126 during the term of this Agreement:~~

~~“(a) Except as provided in Section 1128 and 1129, a local agency officer or employee shall not engage in any employment activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b).”~~

~~B. Any employment or other arrangement for compensated services by a county employee performing services pursuant to this agreement with a community based organization or media service during the performance of this contract, shall be deemed an incompatible activity within the meaning of Government Code section 1126, subdivision (a), and is prohibited during the term of this Agreement.~~

~~C. The Contractor staff is subject to the State's conflict of interest laws, and as such will be required to complete the Statement of Economic Interests, Form 700, prior to performing any work under this Agreement, on an annual basis thereafter, and within 30 days of leaving office: <http://www.fppc.ca.gov/Form700.html>. In addition, upon Agreement award and every two (2) years thereafter, Contractor staff shall complete the State's online Ethics Training Course, as maintained by the California Office of the Attorney General, and submit the certificate of completion to the State Project Director or designee.~~

11. DATA SECURITY

Contractor will be required to sign a data security policy prior to uploading any data and/or documents into SwORD. Contractor shall provide the signed policy to the CCC Office within ten days (10) of receiving the document and request for signature.

12. PROTECTION OF STATE FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL AND OTHER DATA

All financial, statistical, personal, technical, and other data and information relating to the State's operation that are designated confidential by the State and made available to County employee(s) in order to perform under this Agreement, or which become available to County employee(s) in performing under this Agreement, shall be protected by the Contractor and the County employee(s) from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor and the County employee(s). If the methods and procedures employed by the Contractor and the County employee(s) for the protection of the Contractor's and County employee(s)' data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State to carry out the intent of this paragraph. The Contractor and the County employee(s) shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor or County employee(s)' possession, is independently developed by the Contractor or the County employees outside the scope of this Agreement or is rightfully obtained from third parties.

This shall apply to all Contractors whose terms with Census require or permit access to Confidential or Sensitive Information in conducting business with Census or performing duties under a Contract with Census. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to Confidential and/or Sensitive Information in accordance with Exhibit D, Attachment D-1. Also a Nondisclosure Certificate, Exhibit D, Attachment D-2, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to Census prior to being allowed such access.

13. Background Checks

For anyone performing part of the Scope of Work for this Agreement (including contractor's employees, independent contractors, subcontractors or 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), Contractor must verify that the worker is not on any state or federal sex 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 (www.nsopr.gov) and/or the Federal Bureau of Investigation's website (www.fbi.gov/scams-safety/registry).

14. QAC/QAK ACCESSIBILITY REQUIREMENT

Contractor shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 (Act), as amended (29 U.S.C. Sec. 794d), and regulations

implementing that act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies Section 508, requiring accessibility of EIT. To the extent that this contract falls within the scope of Government Code Section 7405, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

15. AMERICANS WITH DISABILITIES ACT

Contractor assures the state that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

16. ANTIDISCRIMINATION

As a recipient of State Funds, the CCC Office is required to comply with California Government Code Section 11135, which prohibits discrimination against any person under any program or activity that is funded by the state. Contractor agrees to comply with Section 11135 in performing services for the CCC Office.

17. LANGUAGE ACCESS

Contractor agrees to comply with the CCC Office's Language and Communication Access Plan (LACAP).

EXHIBIT D, ATTACHMENT D - 1

PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

1. For purposes of this Exhibit, “Contractor” means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Government Operations Agency (“Census”) or the Complete Count Census 2020 Program. (Census 2020) pursuant to a contract, research agreement, or other contractual vehicle (collectively “Contract”). The term “Contractor” also includes Contractor’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.
2. This Exhibit shall apply to all Contractors the terms of whose Contracts with Census require or permit access to Confidential or Sensitive Information in conducting business with Census or performing duties under a Contract with Census.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), including any documents the State deems subject to withholding under California Government Code Section 6254) including any documents the State deems subject to withholding under California Government Code Section 6254), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
6. For purposes of this Exhibit, “Sensitive Information” means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.

7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.
8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. Contractor shall notify Census promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to Census) without prior written approval from Census.
14. The deliberative processes, discussions, communications, or any other portion of the negotiations with Contractor regarding this Agreement shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates, and are not considered a waiver by the State of its rights under California Government Code Section 6254.5. No such information or documentation thereof shall be released, published or made available to any person (except to the CCC Office) without prior approval from the CCC Office
15. At or before the termination date of the Contract, Contractor shall either
 - A. destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or
 - B. return all Confidential and Sensitive Information to Census; or

- C. if required by law to retain such information beyond the termination date of the contract, provide for Census' review and approval a written description of
- (1) applicable statutory or other retention requirements;
 - (2) provision for confidential retention in accordance such requirements and the terms of this Exhibit and
 - (3) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
16. Contractor agrees that the data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that data custodian shall cooperate fully in such investigations.
17. Contractor's data custodian shall be responsible for all costs incurred by the data owner due to security incident resulting from the data custodian's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the contractor experiences a loss or breach of data, the contractor shall immediately report the loss or breach to the data owner. If the data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the contractor will bear any and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.
18. Contractor shall cooperate with Census' Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.
19. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

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EXHIBIT D, ATTACHMENT D - 2

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit D, Attachment 3 of Agreement Number _____, between _____, and the Government Operations Agency or the Complete Count Census 2020 Program. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit D, Attachment 3. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: 

Typed Name and Title: Naomi M. Kelly, San Francisco City Administrator

Representing (give name of Contractor/Affiliate):

San Francisco County

Date: 7/15/2020

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT D - ATTACHMENT D - 3

VOLUNTEERS RELEASE AND WAIVER OF LIABILITY

In consideration of participating in any volunteer work or activity of _____ (hereinafter Contractor Organization), together with its directors, officers, successors, agents and assigns, the State of California and/or the California Complete Count – Census 2020 Office, its officers, employees, or agents (collectively referred to as “the State of California”), including any volunteer work, travel, or other activities (the “Activities”) run, sponsored and/or held by Contractor Organization or the State of California:

I, _____ hereby freely, voluntarily and without duress execute this Release and Waiver of Liability. I understand that the Activities may include, among other things, attending rallies or events, going door-to-door educating people in Hard-to-Count communities regarding the importance of the 2020 Census, driving and/or transporting supplies to and from various locations as necessary by personal automotive vehicle.

RELEASE AND WAIVER. I do hereby release and forever discharge, hold harmless and agree to indemnify Contractor Organization and the State of California from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my Activities with Contractor Organization and/or the State of California. I understand that this Release discharges Contractor Organization and the State of California from any liability or claim I may have against Contractor Organization or the State of California with respect to any bodily injury, personal injury, illness, mental duress, death or property damage that may result from my Activities with Contractor Organization and/or the State of California, whether caused by the negligence of Contractor Organization and/or the State of California, or as a result of my participation in the Activities. I will indemnify, defend, save and hold Contractor Organization and the State of California harmless from any loss, liability, damage or cost which may be incurred as the result of such claim. I understand that Contractor Organization and the State of California do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

KNOWING AND VOLUNTARY EXECUTION: I acknowledge that I have carefully read and fully understand the contents and legal ramifications of the Release. I understand this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature

Date

Full Name (Print) _____

Address _____

Phone Number _____



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E-mail _____

Emergency Contact _____ Phone Number

EXHIBIT E

EQUIPMENT PURCHASES

Equipment, including supplies (pens, pencils, paper, etc.), may be furnished or reimbursed through this agreement if it will be used in the performance of the scope of work of this Agreement, subject to the following restrictions which apply regardless of whether the purchase(s) is made by the Contractor or subcontractors.

1) Definitions:

- a. **Major Equipment:** Major equipment includes any tangible or intangible items that have a normal life expectancy of one year or more and an approximate unit price of **\$5,000 or more**. Software and videos are examples of intangible items.
 - i. Only items having a per unit price of \$5000 are non-expendable (e.g., four identical assets which cost \$3000 each, for a \$12,000 total, would not meet the definition).
- b. **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by the Census Office or the cost is reimbursed through this Agreement.
- c. **Theft-Sensitive Equipment Costing Less than \$5,000:** Theft sensitive equipment costing less than \$5,000 is any equipment susceptible to theft, such as computers, laptops, tablets, monitors, mobile phones and related equipment.

2) Authority to Purchase. Unless waived or otherwise stipulated in writing by the Census Office, prior written authorization from the assigned Regional Program Manager (RPM) and Assistant Director of Administration will be required before the Contractor will be reimbursed for any purchase of **Major Equipment**. Contractors should lease equipment if doing so would be more cost effective.

- a. The Contractor must provide in its request for authorization all particulars necessary, as specified by the Census Office, for evaluating the necessity and reasonableness of incurring such costs, including an explanation why leasing is not more cost effective. Contractor must include documentation showing that it made a diligent effort to secure at least three quotes. If three quotes cannot be obtained, a list of organizations or individuals solicited must be prepared and signed by Contractor's Contract Manager.
- b. For all other equipment purchases not qualifying as Major Equipment, Contractor is not required to obtain prior authorization to purchases. However, contractors shall receive at least three quotes for such purchases. Documentation must be retained in Contractor's contract file and provided to the Census Office upon request.
- c. The Census Office reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that Census Office determines to be unnecessary in carrying out performance under this Agreement.

3) Maximum Equipment Budget. Equipment purchases shall not exceed 10 percent of the Contract budget for the term of this Agreement without prior written authorization by the assigned RPM and Assistant Director of Administration.

4) Invoicing and Reporting. In order to be reimbursed for purchases of Major Equipment and Theft-Sensitive Equipment Costing Less than \$5,000, Contractor must submit a copy of the

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receipt and documentation of the serial number and model number with the invoice for such item(s). To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by the Census Office. If the appropriate form does not accompany this Agreement, Contractor shall request a copy from the assigned RPM.

5) Ownership and inventory. Unless stipulated otherwise by the Census Office, all equipment purchased/reimbursed with agreement funds or furnished by the Census Office under the terms of this Agreement shall be considered state equipment and the property of the Census Office.

- a. The Census Office requires the reporting, tagging and inventorying of all Major Equipment and/or property that is furnished by the Census Office or purchased/reimbursed with funds provided through this Agreement. In addition, Theft-Sensitive Items of Equipment Costing Less than \$5,000 must be tagged and inventoried.
- b. Upon receipt of the invoicing and supporting documentation (see paragraph 4 above), the Census Office will send Contractor equipment tags and instructions for tagging.
 - i. For Major Equipment and Theft-Sensitive Equipment Costing Less than \$5000 purchased by Contractor prior to the effective date of this Amendment, Contractor shall send the assigned RPM a copy of the inventory record (see subsection (c) below) within 30 days of the effective date of this Amendment (Amendment 1). Upon receipt of the inventory record, the Census Office will send Contractor equipment tags and instructions for tagging.
- c. The contractor shall maintain an inventory record for Major equipment purchased or built with funds provided under this Agreement. In addition, Theft-Sensitive Items of Equipment Costing Less than \$5,000 (such as laptops and tablets) shall be inventoried. The inventory record of each item of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. A copy of the inventory record must be submitted to the State on request by the State for inspection or audit.

6) Use of Equipment. Unless otherwise stipulated by the Census Office in writing, equipment purchased/reimbursed with agreement funds or furnished by the Census Office under the terms of this Agreement, shall only be used for performance of this Agreement.

7) Protection of Equipment. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of all state equipment and/or property.

In administering this provision, the Census Office may require the Contractor to repair or replace, to the Census Office's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the RPM.

8) Disposition. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of both Major Equipment and Theft-Sensitive Equipment Costing Less than \$5,000 to the assigned Census Office RPM and shall, at that time, query the Census Office as to the requirements, including the manner and method, of returning state equipment and/or property to the Census Office. The Census Office may request such equipment be returned to the State, with costs incurred by the

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contractor for such return being reimbursed by the Census Office and according to Census Office instructions. Equipment disposition instructions shall be issued by the Census Office immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, the Census Office may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different state agreement.

All surplus IT equipment regardless of cost will be handled in accordance with the State Administrative Manual, Chapter 5900 – Disposal of IT Equipment.

Alternatively, in order to facilitate Public Contract Code Section 10389.2 (SB 493, Padilla, 2011) which aims to bridge the digital divide, the Census Office may provide surplus information technology equipment to qualified Public Computer Centers for less than fair market value. For Public Computer Center eligibility information, please visit: <https://www.dgs.ca.gov/OFAM/Services/Page-Content/Office-of-Fleet-and-Asset-Management-Services-List-Folder/Acquire-IT-Equipment-for-Public-Computer-Centers>.

- 9) If there are any questions about these definitions, please contact the assigned Census Office Regional Program Manager (RPM).

EXHIBIT F

SwORD Terms of Use

Between California Complete Count and the City and County of San Francisco – 4/27/2020

The California Complete Count – Census 2020 (“CCC”) Statewide Outreach and Rapid Deployment (SwORD) mapping platform promotes transparency in California (“The State”) government activities and gives registered users access to Census data mapping information. We invite you to connect by freely using the web mapping applications, layers and other tools we provide. We require only that you abide by our Terms of Use, to protect against abuses of the platform.

We welcome your recommendations for correcting or improving the website and its Content but offer no guarantee your feedback will result in changes to the platform. You may share your recommendations by contacting us at sword@census.ca.gov, creating a support ticket at <https://cacensus.supportsystem.com/> or by calling (916) 852-2020.

Acceptance of Terms of Use

As a public service, the CCC (“State Census Office”, “us” or “we”) publishes data, data tables, information, content, files, documents, and material (collectively, “Content”) on the CCC SwORD Platform. All data is made available on an “as is” and “as available” basis.

You are welcome to use this Content as long as you abide by these Terms of Use (“Terms of Use,” or “Terms”), which shall constitute a contract between you and the State of California (“State”). By accessing, viewing, downloading and/or otherwise using this SwORD Platform, you accept and agree to be bound by these Terms of Use. The Terms of Use affect your legal rights and obligations. If you do not agree to be bound by the Terms of Use, do not access or use the CCC SwORD Platform.

You represent that you have full capacity and authority to accept these Terms of Use. If you are accepting on behalf of your employer or another entity, you represent that you have full authority to bind your employer or other such entity to the Terms of Use. The CCC SwORD Platform is hosted by Environmental Systems Research Institute, Inc. (“ESRI”), not the State. You acknowledge and agree to abide by any other terms that may apply generally to the CCC SwORD Platform, including the CCC SwORD Platform Privacy Policy as specified here: Privacy Policy, and the host’s (Esri) Privacy Policy as specified here: <https://www.esri.com/en-us/privacy/overview>.

The non-material CCC Terms of Use may be updated by us at any time without notice to you. Such modifications to the Terms become effective upon posting to this website, unless otherwise indicated. Your continued access or use of the CCC SwORD Platform after the modifications have become effective shall be deemed your conclusive acceptance of the modified Terms.

Third Party Sites, Services, or Features

The CCC SwORD Platform may contain links to third party sites, service providers, or features that are not owned or controlled by the State. The State is in no way responsible or liable for any third- party sites, services, or features, and such links do not imply approval by the State of the listed destinations, warrant the accuracy of any information in those destinations, or constitute endorsement of the entities to whose sites the links are made or of the opinions expressed therein.

These third-party sites, services, or features may be governed by the privacy policies or other terms of the third parties that provide them, and some may require you to create and log in to an account on the third-party site. By using third party sites, services, or features, you do so at your own risk and you expressly relieve the State from any and all liability arising from your use of those third-party sites, services, or features.

If you have a question or comment about any of these other sites, services, or features, please contact the respective third-party provider directly.

Lawful Purposes

As a condition of your use of Content published on the CCC SwORD Platform, you warrant to the State and Content Source Organizations that you will not use this website or its Content for purposes that are unlawful or prohibited by these Terms of Use. The Content Source Organizations are the data sources that provide the non-CCC owned content or data. You agree to comply with all laws, rules and regulations (for example, federal, state, and local) applicable to your use of the CCC SwORD Platform, including but not limited to, intellectual property laws. You may not use the Content here to commit a criminal or civil offense or encourage others to do so. The State may require you, by providing you with a notice in writing with which you shall comply, to cease using or displaying its Content if the State reasonably believes you are violating these Terms of Use, violating other terms posted on the CCC SwORD Platform and applicable to the website's Content, or that you are failing to abide by international, federal, state, or local laws, regulations, or ordinances. In that event, you agree to immediately remove any Content that you have displayed or published at your own cost.

Security of this Website

This CCC SwORD Platform and the information it contains are provided as a service by the State of California. This system is monitored to ensure proper operation, to verify the functioning of applicable security features, and for comparable purposes. Anyone using this system expressly consents to such monitoring. Unauthorized attempts to modify any information stored on this system, to defeat or circumvent security features, or to utilize this system for other than its intended purposes are prohibited and may result in criminal and/or civil prosecution.

The State has taken reasonable measures to safeguard the integrity of the platform and you agree that the State is not liable to you for any injury caused by security breaches or other acts compromising the website. You agree that the State of California and Content Source Organizations are not responsible for any losses resulting from events unanticipated by the State or Content Source Organizations or outside of the State's or Content Source Organizations' control, including acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes, failure of electronic or mechanical equipment, failure of communication lines and interconnectivity, computer viruses, unauthorized access or theft.

Privacy and Confidentiality of this Website's Content

Content published on the CCC SwORD Platform has been vetted by the CCC or offices supplying the Content in order to reasonably ensure that information protected from disclosure by law is not released herein. CCC and each and every Content Source Organization providing content to the CCC SwORD Platform must either adhere to the CCC's privacy policy or maintain its own privacy policy in adherence with the Information Practices Act of 1977 (Civil Code Section 1798 et seq.). You must contact the supplying government department or office if you have any questions or concerns about the privacy of particular Content.

The information or data you have access to through SwORD may include confidential or sensitive information that is not publicly available and that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), including any documents the State deems subject to withholding under California Government Code Section 6254). The information shared with you on SwORD is not considered a waiver by the State of its rights under California Government Code Section 6254.5 and San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67).

You shall take all necessary measures to protect information to which you or your Affiliates gain access through the SwORD Platform. Information and/or data downloaded or printed from SwORD shall not be shared or distributed beyond those persons with a demonstrable Business Need for such access. For purposes of these Terms of Use, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, employee, volunteer, or other legal relationship with you related to achieving a complete census count for California in 2020. The phrase "Business Need" means in furtherance of achieving a complete census count for California in 2020.

You shall notify the CCC promptly if a security breach involving SwORD occurs or if you become legally compelled to disclose any SwORD Information.

Public Participation

By clicking on the box that "I have read and agree to abide by the SwORD terms of use" and by uploading such information, you agree to abide by the following:

- You shall use this platform and any applications herein only for public participation purposes directly related to the purposes of the platform, and not for any fraudulent, illegal, or nonpublic purpose, including, but not limited to, the transmission of obscene or harassing materials, the pursuit of personal activities, the mass distribution of unsolicited messages ("spamming"), or the promotion of commercial ventures or religious or political causes.
- To the extent this platform requires log-in, you are responsible for acquiring and safeguarding your own user ID and password used to access the platform and shall be responsible for any activity attributable to the use of your account whether by you or any other person. SwORD access is for the named user only. Requests for additional accounts must be made directly to the State by creating a ticket at <https://cacensus.supportsystem.com/>.
- You agree not to upload any personal information to the SwORD platform. California Civ Code § 1798.3 defines "personal information" as "any information that is maintained by an agency (including its contractors) that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to,

the individual.” [Emphasis added]

- **CCC’s use of your email, first name and last name.** For SwORD account creation, you agree to provide us with your work email address, first name and last name. We use the information to improve our service to you or to respond to your request. For business reasons, we may forward

your email to other State employees with the of expertise to better help you, and this staff may be employed by a different department or agency within the State. Except for authorized law enforcement investigations or, as required by law, we do not share our email with any other organizations. We use your email to respond appropriately. This may be to respond to you, to address issues you identify, to further improve SwORD, or to forward the email to another agency for appropriate action. Submission of an email to CCC, CCC staff and/or communication through the SwORD platform does not create any attorney-client, physician-patient, or other privileged or confidential relationship. Accordingly, do not disclose any information to us that you wish to remain private or confidential.

- You are solely responsible for your interaction with other users of the CCC SwORD Platform, whether online or offline. You agree that the State and Content Source Organizations are not responsible or liable for the conduct of any user. The State reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.
- You shall not engage in activities that may cause interference with or disruption to any network, information service, equipment or user thereof, including, but not limited to performing bulk testing and or using any performance testing software on SwORD.
- You must not create accounts with the CCC SwORD Platform or access the site through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
- You shall not, during the Term or after its expiration, reverse engineer, disassemble, decompile, or otherwise manipulate any SwORD-related technology in an attempt to derive the source code thereof.
- You shall comply with the platform’s confidentiality and security requirements and shall not seek information on other users or attempt to obtain access to, copy, or modify other users’ files without express permission.
- You shall not violate the rights of any person or entity protected by copyright, trademark, trade dress, trade secret, patent, or other similar laws or regulations.
- You may not profit from SwORD or use SwORD for any other purpose than for promoting full participation in the 2020 Census. The license is only for use as part of your contractual duties to the State to promote participation in the 2020 Census.
- You must not access SwORD or transfer any SwORD data outside the continental United States.
- You must report any abuse or misuse of the CCC SwORD Platform’s public participation application to sword@census.ca.gov, or by calling (916) 852-2020, and you shall cooperate fully in any investigation into any such abuse or misuse.

Intellectual Property

- The State grants you a non-exclusive, non-transferable, revocable license to use and distribute the Content contained on this website in a manner consistent with the Terms of Use. Access to the CCC SwORD Platform does not give you ownership or transfer rights or any intellectual property rights in the CCC SwORD Platform or any Content you access.

- Your reuse, publication, and/or distribution of the Content on the CCC SwORD Platform requires attribution of credit to the CCC or office providing such Content and a citation to the webpage and date of publication of the material cited. Preferred citation language will be provided in the metadata of each data table. Any analyses, interpretations, or conclusions reached by your use or analysis of the Content shall be credited to the author and not to the State or Content Source Organizations. If you modify the Content for your own purposes in any way, you may not claim the data is “official government data” and must clearly indicate that the data and/or data table has been modified.
- Within the Content on the CCC SwORD Platform, there may be graphical images, photographs, videos, logos, service marks, trademarks, software, or other materials protected by copyright, trademark, trade dress, patent, trade secret and other similar laws and regulations. Uses of these protected materials are not licensed to you without the prior written permission of the CCC department or office or third party to whom such graphical images, logos, photographs, videos, logos, service marks, trademarks, software, or other materials pertain. It is your responsibility to procure this permission. You agree to obtain permission prior to publishing or distributing these protected materials.
- You agree that you will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Content on the CCC SwORD Platform. You agree that you will not reproduce, copy, distribute, or make derivative works of the Website, the Standard (except for the limited right to download a personal copy of the Standard), or any other materials from the Website, in any medium without CCC’s prior written consent.
- The State Seal and all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of the State, and may not be copied, imitated or used, in whole or in part, without prior written permission from the State.
- Other than as described in these Terms of Use, use of the CCC SwORD Platform does not grant you title or rights to any intellectual property the State or Content Source Organizations may own in relation to the content published or displayed on this website. You may not upload to or post any materials on the CCC SwORD Platform for which you lack rights to do so under applicable laws or contractual agreements. If you believe such materials of yours have been posted on the CCC SwORD Platform in a manner which violates your intellectual property rights or other legal interests, you are required to contact sword@census.ca.gov, creating a ticket at <https://cacensus.supportsystem.com/> or call (916) 852-2020 with your concerns.
- The State shall have the unlimited right to use for any purpose, free of any charge, all information submitted via this site except those submissions made under separate legal contract and except as prohibited by the applicable privacy policies. The State shall be free to use, for any purpose, any ideas, concepts, or techniques contained in information provided through this site.
- By uploading data into the SwORD Platform, you are granting the State perpetual use rights to that data. This includes modification and re-use.
- Should you wish to upload proprietary, commercial data in to SwORD that you do not wish the State to own, you must first inform the State via a support ticket before adding the data in to SwORD. The State will consider the request and, in its sole discretion, may arrange alternative arrangements for the ownership of this data.

Content Quality

The CCC SwORD Platform strives to provide Content that is accurate and current. Any errors and omissions should be reported for investigation to sword@census.ca.gov, creating a ticket at <https://cacensus.supportsystem.com/> or by calling (916) 852-2020.

Government departments and offices supplying Content to the CCC SwORD Platform are the authoritative sources of the CCC SwORD Platform's Content and are responsible for determining that the Content meets the respective department or office's information quality standards. No protected data will be released. These government departments and offices are also responsible for version control of their Content and retaining record copies of the Content in compliance with record retention laws and policies.

Disclaimer of Warranties and Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE CONTENT ON THIS WEBSITE IS AT YOUR OWN RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR BREACH OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS BEING MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. HUMAN OR MECHANICAL ERROR, DISRUPTIONS IN SERVICE, OR FAILURE OF COMMUNICATIONS NETWORKS, MECHANICAL OR ELECTRONIC EQUIPMENT COULD CAUSE INACCURATE INFORMATION TO BE POSTED ON THE CCC SWORD PLATFORM. YOU AGREE TO WAIVE ANY LIABILITY OR RESPONSIBILITY BY THE STATE AND CONTENT SOURCE ORGANIZATIONS FOR THE ACCURACY, TIMELINESS, COMPLETENESS, OR QUALITY OF THE CONTENT PROVIDED ON THE CCC SWORD PLATFORM.

CCC, THE STATE, AND ITS OFFICERS, EMPLOYEES, AGENTS, CONTENT SOURCE ORGANIZATIONS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CCC, THE STATE, AND ITS OFFICERS, EMPLOYEES, AGENTS, CONTENT SOURCE ORGANIZATIONS, AND LICENSORS MAKE NO WARRANTY THAT THE CONTENT OR SERVICES WILL MEET YOUR REQUIREMENTS; THE CONTENT OR SERVICES WILL BE TIMELY, SECURE OR ERROR-FREE; THE QUALITY OF ANY CONTENT, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE CCC SWORD PLATFORM WILL MEET YOUR EXPECTATIONS; AND THAT ANY ERRORS WILL BE CORRECTED.

THE STATE AND CONTENT SOURCE ORGANIZATIONS ALSO DO NOT VOUCH FOR THE CONTINUED ACCURACY OR CURRENCY OF THE CONTENT AFTER IT HAS BEEN DOWNLOADED FROM THE CCC SWORD PLATFORM, NOR THE QUALITY OR ACCURACY OF ANY ANALYSES OR RE-USES OF THAT CONTENT.

YOU AGREE THAT NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CCC, THE STATE OF CALIFORNIA, OR CONTENT SOURCE ORGANIZATIONS OR THROUGH OR FROM THE WEBSITE OR CCC SWORD PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

Limitation of Liability

Notwithstanding any provision hereof to the contrary, neither party shall be responsible or liable to the other for special, punitive, exemplary, incidental or consequential losses or damages as a result

of the performance or nonperformance of its obligations under this Agreement, or its acts or omissions related to this Agreement, whether or not arising from sole, joint or concurrent negligence, intentional conduct, strict liability, violation of law, breach of contract, breach of warranty or from any other source whatsoever.

Right To Discontinue Or Modify Content or Access

The State reserves the right to modify, discontinue or remove any Content on the CCC SwORD Platform or terminate your access to the CCC SwORD Platform for any reason, without notice, at any time, and without liability to you. Upon termination of the website and/or CCC SwORD Platform, all licenses and other rights granted to you in these Terms of Use will immediately cease. We reserve the right to refuse access to the CCC SwORD Platform to anyone for any reason at any time.

Indemnity

The City and County of San Francisco ("City") agree to defend, indemnify and hold harmless the STATE its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of the City in connection with this Agreement, except those arising by reason of the sole negligence of the STATE, the STATE's officers, employees and agents.

THE STATE agrees to defend, indemnify and hold harmless the City and County of San Francisco, its officers, employees and agents ("City"), from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of the STATE in connection with this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents.

In the event of concurrent negligence of the City and the STATE, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

By accessing or using the CCC SwORD Platform, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the CCC SwORD Platform.

General Provisions

Any rights not expressly granted herein are reserved.

The State's performance of this agreement is subject to laws and legal requirements. Nothing in these Terms of Use limit the State's right and obligation to comply with statutory, law enforcement, or court requirements relating to this website or to the State's or your use hereof. The State and you agree that your use of this website and compliance with these Terms of Use does not create any kind of a partnership, joint venture, employment, or agency relationship between you and the State. Nothing on the CCC SwORD Platform or in these Terms of Use represents legal advice by the State to you. Communications between you and the State on the CCC SwORD Platform do not constitute legal or official notice to the State or any other government departments or offices, including any legal notice required by international, federal, state, or local laws, regulations, or ordinances. Such notice must instead be made by you through the official communication channels provided to you by those departments or offices.

Any materials posted by you on the site will be non-confidential, non-proprietary and subject to Public Records Act (PRA) requests. The State and Content Source Organizations will not be liable

for any use or disclosure of materials posted by you on the site or any materials submitted to CCC by you that may be lawfully disclosed pursuant to PRA and the San Francisco Sunshine Ordinance.

The Terms shall be governed by and interpreted under the laws of the State of California without regard to conflict of law provisions. Disputes arising out of these Terms of Use are subject to the exclusive venue of, and the exclusive jurisdiction of, state and federal courts located in Sacramento County, California.

If one or more of the provisions of these Terms of Use are for any reason declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, those provision(s) will not have any effect on the validity of the remainder of the Terms, which shall then be construed as if such unenforceable provision was never contained in the Terms of Use.

The State's waiver of any right or remedy in these Terms of Use does not constitute a waiver of any other right hereunder or of the State's enforcement of any legal right or remedy for any subsequent breach or default.



State of California – Government Operations Agency
California Complete Count-Census 2020
400 R Street, Suite 359
Sacramento, CA 95811
www.census.ca.gov
(916) 852-2020

GAVIN NEWSOM, Governor
DITAS KATAGUE, Director



January 21, 2020

Bill Barnes
San Francisco County
1 Dr Carlton B Goodlett Pl, Room 244
San Francisco, CA 94102

Dear Partner,

The Implementation Plan your organization submitted to the California Complete Count – Census 2020 Office was recently approved. During the review of the Implementation Plan, our office identified areas of your outreach strategies that we would like to consider for further support.

Our efforts over the next few months will focus on collaboration among all Census outreach partners to maximize resources and prioritize outreach activities to hardest to count Californians. Towards this effort, we are prepared to provide your organization additional funding in the amount of \$259,232.

The additional funding is provided to support the following funding priorities:

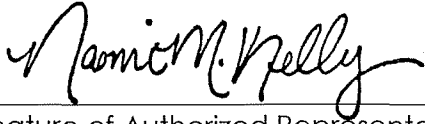
1. Printing of census collateral materials in languages that support the hardest to count demographics and local outreach strategies approved in your Implementation Plan.
2. Providing in-language support at Questionnaire Assistance Centers and other outreach activities focused on motivating hardest to count communities to complete the census questionnaire. This focus should take into consideration Language and Communication Access Plan requirements (LACAP).
3. Executing census outreach activities in tracks (HTC 57+) where there are currently no activities planned. Refer to Implementation Plan and SwORD database for identification of these tracks.
4. Bolstering existing efforts in hardest to count census tracks to amplify the campaign's call to action of completing the census questionnaire online.

Establishing a contingency fund for rapid deployment of resources during the self-response period, including but not limited to establishing Questionnaire Assistance Centers and expanded hours, canvassing, phone banking, and other census outreach activities that may be easily adjusted to focus on tracks that are below expected response rates.

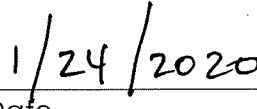
Further, you will also be required to update the activities related to the additional funding into the SwORD monitoring and reporting tool.

If you agree to receive and use the additional funding in support of the above-listed funding priorities, you must submit this acceptance letter by *January 24, 2020.

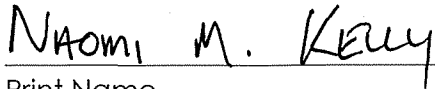
*Recognizing more time may be necessary to accommodate county's procedures



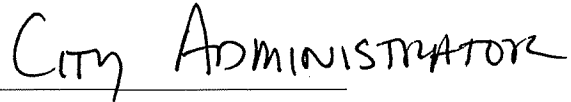
Signature of Authorized Representative
Or his/her Designee



Date



Print Name



Title

No thank you, we respectfully decline the additional funding for the Census 2020 outreach effort.

Signature of Authorized Representative
Or his/her Designee

Date

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Naomi M. Kelly, City Administrator
DATE: June 9, 2020
SUBJECT: Accept and Expend Resolution for Subject Grant
GRANT TITLE: Census Supplemental Grant - \$259,232

Attached please find the original* and 1 copy of each of the following:

___ Proposed grant resolution; original* signed by Department, Mayor, Controller

___ Grant information form, including disability checklist

x Grant budget (Page 12, Amendment 1)

x Grant application (Opt-In Letter)

x Grant award letter from funding agency (Opt-In Letter)

___ Ethics Form 126 (if applicable)

___ Contracts, Leases/Agreements (if applicable)

___ Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Tal Quetone, Legislative Liaison

Phone: 415-554-4928

Interoffice Mail Address: City Hall, Room 362

Certified copy required: Yes

No X

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).