

MOTION

The 2020 U.S. Census will begin in less than a year. The County of Los Angeles has historically been the hardest-to-count county in the nation, and both the City of Los Angeles and the County of Los Angeles have dedicated resources and funding to ensure a full and accurate count of Los Angeles residents during the 2020 Census.

On May 3, 2019 the County of Los Angeles Chief Executive Office, on behalf of the Los Angeles County Board of Supervisors notified the City of Los Angeles of its intention to allocate \$2.95 million to the City for Census 2020 outreach efforts.


The Mayor and City Council had engaged the California Community Foundation (CCF) to develop a robust census outreach in the City to ensure that all residents are counted in the upcoming 2020 Census, focused on those communities that are hard to count. The CCF has developed a program that would fund on-the-ground outreach efforts by community-based organizations, targeting hard-to-count populations and communities in the City of Los Angeles to ensure that they are included in the 2020 Census.

Given that the Mayor and City Council adopted a budget which includes \$3.9 million (\$950,000 General Funds and \$2.95 million from the County of Los Angeles grant allocated to the City) in FY 19-20 for implementation of 2020 Census outreach activities, the City should execute a contract with the CCF to provide these Census 2020 outreach efforts.

I THEREFORE MOVE that the City Council authorize the Chief Legislative Analyst and City Administrative Officer to negotiate and execute an agreement with the California Community Foundation (CCF), as substantially attached, in an amount not to exceed \$500,000, for the purposes of conducting early outreach efforts for the 2020 Census;

I FURTHER MOVE that the City Council request the CCF, CLA, and CAO to report in 60 days with an update on the early outreach efforts for the 2020 Census implemented under this Agreement and make recommendations for additional services and funding that may be needed to effectuate a robust outreach program in advance of the 2020 Census; and


I FURTHER MOVE that the City Council authorize the Chief Legislative Analyst and City Administrative Officer to administer the Agreement with CCF.

Presented by: 
HERB J. WESSON, Jr.
Councilmember, 10th District

Seconded by: 

ORIGINAL

JUN 28 2019



AGREEMENT
between the
CITY OF LOS ANGELES
and
CALIFORNIA COMMUNITY FOUNDATION
for the
LOS ANGELES CENSUS 2020 FUND

Said Agreement is Number C-

LOS ANGELES CENSUS 2020 FUND

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**AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND
CALIFORNIA COMMUNITY FOUNDATION
FOR THE LOS ANGELES CENSUS 2020 FUND**

A. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

THIS AGREEMENT is made by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City") acting by and through the Office of the City Administrative Officer ("CAO"), and California Community Foundation (hereinafter referred to as "CCF"), a California non-profit corporation for the implementation of the Los Angeles Census 2020 Fund (hereinafter referred to as "Fund" or the "Program"). This Agreement is entered into with reference to the following:

1. WHEREAS, the Mayor and City Council have determined that every effort must be made to ensure a complete count of all residents of the City of Los Angeles in the upcoming 2020 decennial U.S. Census; and
2. WHEREAS, pursuant to CF 18-0600 and 19-0600 the Mayor and City Council approved actions as part of the FY 2018-19 financial status report process and FY 2019-20 budget process to ensure that the City meets its \$500,000 from the General Fund commitment to fund on-the-ground outreach efforts by community-based organizations targeting hard-to-survey ("HTS") populations and communities so they get counted in the 2020 Census;
3. WHEREAS, the City is partnering with private philanthropic organizations, led by CCF, to fund the Los Angeles Census 2020 Fund (LACF), to provide outreach services to HTS populations and communities within City boundaries;
4. WHEREAS, CCF is uniquely qualified to provide professional program coordination and administration through the support of a combination of City resources and contributions from state and local governments and private stakeholders and has over 100 years of experience administering grants to community organizations in the City including a current grant that funds the Los Angeles Regional Census Roundtable, which serves as the only countywide convener of non-profit organizations working on Census 2020 outreach;
5. WHEREAS, CCF has successfully performed similar services and has the training, knowledge, and experience, and is therefore well qualified to provide this professional, expert, technical and special service of a temporary and occasional nature for which competitive bidding is not practicable or advantageous;
6. WHEREAS, in response to the monumental task of getting all residents of the City counted in the 2020 Census, the parties of this agreement will initiate outreach efforts to target HTS populations and geographic areas.

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

B. TERM OF AGREEMENT

The term of this Agreement shall be effective upon the date of the latest signature on this Agreement by any of the parties, and shall terminate on December 31, 2020, unless extended by written amendment.

C. CONTRACTUAL REQUIREMENTS

1. Program Terms and Services

a. CCF shall accept and deposit the City Funds into a Program Fund, which shall be a separate interest bearing account, with any interest earned credited to the Program Fund. City Funds shall be kept separate from other funds contributed by other state, local, or private sources. CCF is solely responsible for all administrative or service charges or fees, including but not limited to overdraft charges, check printing charges or other fees or charges, imposed by the financial institution hosting the account.

b. CCF shall use funds from the Program Fund to make grants to qualified and selected nonprofit 501 c(3) community-based organizations ("CBO grantees") providing outreach services under the Program. Funds from the Program Fund may only be used by CBO grantees on Allowable Activities for eligible individuals as defined in Section (D), Scope of Services and Fees.

c. CCF shall conduct a competitive solicitation to select and award grants to CBOs for the Program, as specified in Section D. CCF shall be responsible for the performance of the aforementioned CBO grantees.

d. CCF shall be entitled to an administrative fee for the services rendered under this Agreement, as specified in Section D.

e. CCF shall not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless expressly authorized in advance in writing by the City Program Manager, who for purposes of this Agreement shall be the CAO or his designee.

1. CCF and the City agree that the liability of the City hereunder shall be limited to the payment of the City Funds pursuant to the terms of this Agreement. Any contracts entered into or other obligations or liabilities incurred by CCF in connection with the activities provided for hereunder or otherwise relating to this Agreement shall be the sole responsibility of CCF, and the City shall have no obligation or liability whatsoever thereunder.
2. Any change to the Program design or use of the City Funds, as specified in this Agreement, shall require the advance express written approval by the City and, if approved, may require a written amendment to this Agreement as specified in Section D.
3. CCF shall provide the City with quarterly reports and a final report as specified in Section D, which shall include an accounting of Program Fund receipts and Program Fund expenditures to grantees. CCF shall retain a copy of payment records, invoices, receipts, and any other documentation related solely to the LACF grant process requested by the City for all Program Fund disbursements and expenditures.

4. CCF agrees that the City, or its authorized representative(s), shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material shall be kept and maintained by CCF and shall be made available to the City during the term of this Agreement and for a period of five (5) years thereafter unless the City's advance written permission is given to dispose of any such material.

2. Compensation and Disbursement Schedule

- a. Funding to CCF under this Agreement shall not exceed five-hundred thousand dollars and no cents (\$500,000) for the complete and satisfactory performance of the scope of services. CCF understands and agrees that the City makes no commitment to fund this Agreement beyond the terms set forth herein. The City, in its sole discretion, may increase the funding provided under this Agreement. Any increase in funding will require a written amendment, containing an enhanced scope of services, and any other additional requirements that may accompany said funding.
- b. The City shall disburse to CCF a total amount not-to-exceed \$500,000 in Fiscal Year 2019-20. The funds will be disbursed based on the schedule in Exhibit B - Payment Schedule.
- c. The City, at its discretion, may alter the disbursement schedule at any time with 90 days written notice, and additionally may impose conditions on these disbursements, as it deems necessary.
- d. The City reserves the right, in its sole discretion, to discontinue funding the Program and terminate this Agreement if: (1) it is not satisfied with the performance or progress of the Program, (2) the City determines that CCF is incapable of satisfactorily administering the Program, or (3) it is not satisfied with the content of any required written reports. In the event of discontinuation of funding by the City, any unexpended City Funds shall immediately be returned to the City.

3. The City's Right to Return of Funds or Property

- a. Any City Funds not used by CCF for the purposes of the Program, shall remain the property of the City, and CCF shall, promptly repay any such City Funds to the City.
- b. If there are any unused City Funds at the expiration or termination of the Agreement term, CCF shall promptly return any such City Funds to the City.
- c. The City reserves the right to take possession of any property purchased with misused City Funds as determined by the City if CCF fails to make timely repayment of the City Funds.

Nothing contained in this section shall limit or prevent the City from taking any and all action to seek repayment of unused Program Funds or Program Funds that were not used in accordance with the terms of this Agreement.

- d. **Standard Provisions for City Contracts**
CCF shall comply with the Standard Provisions for City Contracts (Rev. 3/09) attached hereto and incorporated herein by reference (Exhibit A).

D. SCOPE OF SERVICES AND FEES

1. Purpose of Agreement

The California Community Foundation (CCF) shall serve as the City of Los Angeles' Fiscal Intermediary, for purposes of distributing funding through the Los Angeles Census 2020 Fund (LACF) and program monitor for purposes of ensuring that expenditures under the City's share of the LACF are made to qualified Community-Based Organizations (CBO) for Allowable Activities directed to Hard-To-Survey (HTS) households as specified in this agreement.

2. Administering the City's Share of the Los Angeles Census 2020 Fund

CCF shall accept and administer funding from the City for the purpose of providing community-based education, outreach, and assistance to HTS City residents so they can be fully and accurately counted in the 2020 Census.

CCF shall disburse funds under this Agreement only after receiving confirmation from the City's contract manager of its readiness to deposit funds to the LACF.

3. Solicitation to Procure Community-Based Outreach Services From Nonprofit Providers

CCF shall conduct a solicitation to identify and contract with the "most qualified" CBOs to procure on-the-ground outreach services targeting HTS City residents at risk of not being counted in the 2020 Census. The term "most qualified" is defined as, any community organization, or an agency that works directly with CBO's, with a demonstrated experience of conducting community outreach, civic engagement or otherwise providing services in HTS communities in the City of Los Angeles.

Prior to publishing the solicitation, CCF must obtain approval from the City's Program Manager or his designee and provide a report on its planned solicitation dissemination strategy. The solicitation process must provide reasonable advance notice to community organizations and distributed widely to solicit a representative sample of qualified applicants.

The most qualified CBOs should meet the following two (2) minimum requirements:

1. Must be a CBO, or an agency that works directly with CBOs, with demonstrated experience of conducting community outreach, civic engagement or otherwise providing services in HTS communities in the City of Los Angeles; and
2. CBO or agency must undertake Census 2020 on-the-ground outreach efforts within City of Los Angeles boundaries.

Organizations that receive funding from the State or from the Regional ACBO are eligible for LACF grants using City funds. However, to avoid awarding grants to organizations for the same work, in addition to meeting requirements, 1 and 2 above, these organizations must also demonstrate how their unfunded work will serve to fill an existing gap in outreach in the City of Los Angeles.

Any CBO submitting a joint proposal that would utilize funding from City's contribution to the LACF, must meet the established minimum requirements described above.

The solicitation and any resulting award shall include a requirement that all LACF grantees use LACF funding to support direct efforts related to Census 2020, not to support existing or ongoing activities related to normal course of business or project activities.

Responses to the solicitation must include a complete description of current services and capacity being offered by the CBO or agency. In addition, responses must include an outreach work plan that details the following:

- Description of either the HTS population or geographic area (census block groups) within the City that are being targeted for outreach and education. In both cases, the CBO must provide data to support their plan (i.e. LRS score or demographic census data)
- Description of the on-the-ground outreach tactics to be used
- Estimate of the total number of HTS residents expected to reach and itemized by tactic
- Timeline with milestones
- Proposed budget.

4. Selection Process

Selection of grantees shall be at the sole discretion of CCF. However, it will make a reasonable effort to ensure that the final pool of grantees significantly cover the range of HTS populations and geographies in the City of Los Angeles.

To ensure transparency and accountability, CCF will provide the City's Program Manager or his designee with a copy of the process and procedures it will use to select its grantees. Upon awarding the grants, CCF will provide the City's Program Manager or his designee with copies of the grantees proposals.

5. Grant Monitoring and Oversight

CCF shall ensure that outreach services described in this Statement of Work shall be provided in accordance with the terms of this Agreement.

6. Coordination of Work

CCF shall provide the City's Program Manager with a single point of contact at each of the CBO grantees funded by the City and a service directory that specifies the types of services provided by each CBO to support requests for the City Program Manager or his designee regarding the Program and/or to facilitate service coordination between the City and CBOs.

7. Quality Control

Once before the end of the agreement term, CCF shall implement a quality control survey to secure feedback from both the CBOs and a representative sample of their clients on how well the LACF program is performing.

To ensure coordination, avoid the duplication of outreach efforts, and identify gaps and best practices, CCF will convene its CBO grantees at least quarterly through coordination with the Los Angeles Regional Census Roundtable, which also serves as a sub-committee of the City and County of Los Angeles' Countywide Outreach Complete Count Committee.

8. Population Served By City Funds

CCF shall adhere to the following criteria in order to utilize City funds:

Minimum Eligibility Criteria

1. CBOs who provide outreach services to residents of the City of Los Angeles that are considered HTS, and thus are at risk of not being counted in the 2020 Census, including:
 - Racial and ethnic minorities
 - Immigrants (including mixed status households)
 - People (age 14+) with limited English proficiency
 - Individuals living at or below the poverty level
 - Families with very young children (age 0-5)
 - Renters
 - Seniors (age 65+)
 - Young adults (age 18-24)
 - People living in multi-unit (10+) housing
 - Individuals without a high school diploma
 - LGBTQ individuals
 - People experiencing homelessness,
 - Individuals with disabilities

2. CBOs who provide outreach services to residents of the City of Los Angeles that live in HTS communities (census block groups), and thus are at risk of not being counted in the 2020 Census

Prioritization Criteria

1. CBOs, or an agency that works directly with CBOs with a trusted record of conducting community outreach, civic engagement or otherwise providing services in HTS communities in the City of Los Angeles.
2. CBOs that include Census Action Kiosks, Census Goodwill Ambassadors, or Enumerator Recruitment efforts in their outreach plans.
3. CBOs that demonstrate coordination and collaboration with local stakeholders like other CBOs, community networks, schools, LA City and LA County agencies, etc.

9. Outreach Scope of Services

For the purposes of this Agreement, CCF shall use the City's share of the LACF to fund CBOs to engage in the following Allowable Activities:

- July 2019 to March 2020 – Conducting education and awareness-building outreach efforts targeting HTS populations and communities including

hosting or attending community events, coalition building, capacity-building support and technical training to increase the strength of their outreach in the community (including train-the-trainer services).

For the purposes of this Agreement, CCF shall use the City's share of the LACF to reimburse for mileage. Mileage will be reimbursed at the Internal Revenue Service Standard Mileage Reimbursement approved rate.

10. Services Outside the Scope

Any grant agreement between CCF and a CBO selected to provide services under the Program, shall clearly state that the City's share of the LACF can be used for only those Allowable Activities specified in Section D; and that any claim for funding for services falling outside of these Allowable Activities will be disallowed.

Outreach services outside the scope of the City's Allowable Activities may be requested in writing by CCF. For these services, a request for contract amendment must be provided to the City Program Manager at least thirty (30) days before any change in the scope of services provided. The amendment shall be considered a request to modify the scope of work under this Agreement. No activities funded from the City's share of the LACF may occur outside the scope of this Agreement until a written amendment properly executed and signed by the person authorized to bind the parties thereto has been delivered to CCF.

CCF shall not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, not otherwise authorized herein, unless expressly authorized in advance in writing by the City.

11. Service and Expenditure Reconciliation

CCF shall ensure that all services and expenditures comply with CCF's and the City's requirements for the use of City Funds through the Program. To ensure appropriate use of City Funds and gain further insight on costs and time required to provide outreach services, CCF shall receive, review, and reconcile expenditure reports provided by all CBO grantees. CCF shall ensure that all services provided by the CBO grantees and all expenditures from the Program Fund shall comply with the terms and conditions of this Agreement.

12. Data Collection and Reporting

No later than four (4) months after CCF has executed the first agreement with CBO grantees using City Funds, CCF shall provide the City with quarterly reports (within one month after the prior quarter) detailing program activities to date based on reports submitted by CBO grantees. Such reports shall include but not be limited to:

- Name of the CBO grantee(s)
- Census block group(s) where outreach services are provided
- City Council district where outreach services are provided
- Total number of individuals for whom services were provided, type of service provided, and number of times outreached to;
- Outcome of all services provided;
- Identification of which types of services have been the most effective in

getting individuals to participate in the 2020 census.

CCF shall provide the City with an end of term final report due no later than December 31, 2020 and which summarizes the city-based LACF activities, overall reach, best practices, and lessons learned.

LACF grantees shall also be required to submit a financial status report once they have expended fifty (50) percent of their LACF grant.

13. Administrative, and Indirect Costs

CCF may use no more than five percent (5%) of City LACF Funds to pay for CCF administrative costs and indirect costs.

14. Accounting, Financial Records, Audit

CCF agrees to maintain satisfactory financial accounts, documents, and records of the expenditure of City Funds and to make them available to the City for auditing at reasonable times. CCF also agrees to retain such financial accounts, documents, and records for five (5) years following the expiration or prior termination of this Agreement.

CCF agrees to use a generally accepted accounting system. CCF further agrees to maintain, and make available for City inspection, accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

At any time during this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the City may conduct an audit of CCF's records for the purpose of verifying appropriateness and validity of expenditures of City Funds under the terms of this Agreement.

In the event of an audit of CCF by the City, CCF, within thirty (30) days of notification from the City of its audit findings, may dispute the audit findings by writing to the City's Program Manager and providing records and/or documentation to support expenditure claims. The City shall review this documentation and make a final determination as to the validity of the expenditures.

Should the City, determine that expenditures were made in a manner inconsistent with the terms of this Agreement, the City reserves the right to demand, and CCF agrees to repay within thirty (30) days of the City's written demand, the amount of funds expended in a manner inconsistent with this Agreement.

CCF will provide the City within one hundred twenty (120) days after the end of its fiscal year, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.

CCF shall provide the City a quarterly report (within one month after the prior quarter), which shall include an accounting of all funds, including LACF expenditures, and identify the parties to each transaction during the reporting period.

CCF shall be solely responsible for any administrative or service charges or fees imposed by the financial institution hosting the account, including but not limited to any overdrafts

charges, check printing charges, or other fees.

E. TERMINATION

This AGREEMENT may be terminated at the option of the CITY if one or more of the following events shall occur:

1. Breach of Contract

- a. If CCF in default of its contractual obligations and CCF fails to remedy default within fourteen (14) days of receiving notice of default, the CITY may terminate contract. The CCF is in default if CCF fails to comply with the terms and conditions of this AGREEMENT, including unsatisfactory performance, or fails to keep, perform, fulfill, and observe every promise, covenant, and agreement set forth in the contract, as judged by the CITY.
- b. The CCF shall either cease, abandon, stop, or discontinue its services for any reason, except where such cessation or stoppage is due to the active negligence or willful misconduct of the CITY, or as provided for in Exhibit A, PSC-6 (EXCUSABLE DELAYS); the CITY may terminate the contract seven (7) days after a written notice of CITY's intention to terminate contract is given to CCF.
- c. The right of Termination for Breach of Contract shall be in addition to, and not in lieu of, any and all rights and remedies that the CITY shall have at law or in equity consequent upon the CCF's breach of this AGREEMENT, and the exercise by the CITY of such right of termination shall be without prejudice to any and all such rights to terminate this AGREEMENT and the rights of the CCF. In addition, CITY may recover damages from forfeited amounts of CCF's Performance Bond.

2. Convenience

The CITY reserves the right to terminate this AGREEMENT or any part hereof at its sole convenience with at least thirty (30) days written notice. In the event of such termination, the CCF shall continue providing services until the date of termination and shall be paid for all services rendered until the date of termination.

3. Conflict of Interest

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this AGREEMENT on behalf of the CITY's departments or agencies is, at any time while contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to the contract, unless the notice specifies a later time.

5. Other Causes

- a. If the interest of the CCF under this AGREEMENT shall be transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm or corporation; or
- b. If the CCF is a corporation and becomes a possessor or merged corporation in a consolidation, or a corporation in dissolution; or
- c. If the CCF is a co-partnership, and said co-partnership is dissolved as the result of any act or omission of its co-partners or any of them, or by operation of law, or the

order or decree of any court having jurisdiction, or for any other reason whatsoever; or

- d. If, by, or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all, or substantially all of the property of the CCF, and such possession or control shall continue in effect for a period of thirty (30) days; or
- e. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the CCF, or against any of its operations under this AGREEMENT, whether or not the same is due to the fault of the CCF, and continues for a period of at least five (5) days, and if any of the foregoing, in the opinion of the CITY, materially adversely affects, or is likely to materially adversely affect the operations of the CITY, or the operations of the CCF under this AGREEMENT; then
- f. Upon the occurrence of any of the above specified events in this subsection, the CITY shall have the right, after having given the CCF seven (7) or more day's written notice, to terminate this AGREEMENT.

F. AMENDMENTS

Any changes to this AGREEMENT requested by either party may only be effected if mutually agreed to in writing by duly authorized representatives of the parties hereto. This AGREEMENT shall not be modified or amended or any rights of a party to it waived, except by such writing.

G. PROFESSIONAL NATURE OF SERVICES AND RIGHT OF ASSIGNMENT

In the event of dissolution of a partnership, or the transfer by sale or other means of interest in this AGREEMENT by CCF's entity, it shall be the CITY's sole right to specify to which principal or principals this AGREEMENT shall be reassigned. Partnerships or corporations which would bring this Section into operation must contact the CITY in advance, as the CITY will not be bound by any assignment of this AGREEMENT as a normal business asset without the express permission of the CITY.

H. EXTENSIONS

The CITY, at its sole discretion, retains the right to extend this Agreement, as needed.

I. AUTHORITY

CCF warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake administration of the proposed Program, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of CCF's governing body, authorizing receipt of the City Funds, and directing and designating the authorized representative(s) of CCF to act in connection with the Program specified and to provide such additional information as may be required by the City.

J. NOTICES AND COMMUNICATIONS

1. All future notices and other communications from, and between, the CITY and CCF shall be transmitted by recognized courier or by certified U.S. mail, postage prepaid, return

receipt requested and shall be addressed as follows:

a. To the City:

Sharon M. Tso
Chief Legislative Analyst
City of Los Angeles
City Hall
200 North Spring Street, RM 255
Los Angeles, CA 90012

Richard H. Llewellyn, Jr.
City Administrative Officer
City of Los Angeles
Attention: Yolanda Chavez, ACAO
City Hall East
200 North Los Angeles Street, RM 1500
Los Angeles, CA 90012

Courtesy Copy

Maria de la Luz Garcia or designee
Director, Census 2020 Initiative
Mayor's Office of Budget and Innovation
200 N. Spring Street, Room 1625
Los Angeles, CA 90012

b. To CCF:

California Community Foundation
Attention: Carol Bradford
221 South Figueroa Street, Suite 400
Los Angeles, California 90012

2. CCF agrees to notify the City about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; (3) tax exempt classification under the Internal Revenue Code; and (4) any other change in circumstances that would materially affect the performance of the Program or this Agreement.

K. DISCLOSURE ORDINANCES AFFIDAVIT

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO), Disclosure of Border Wall Contracting Ordinance (DBWCO), and Disclosure of Contracts and Sponsorship of the National Rifle Association (NRA Disclosure Ordinance), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, the DBWCO, Section 10.50 of the Los Angeles Administrative Code, and the NRA Disclosure Ordinance, Section 10.52 of the Los Angeles Administrative Code.

You must register on LABAVN (www.labavn.org) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders

seeking additional information regarding the requirements of the SDO, DBWCO and the NRA Disclosure Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

L. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and incorporated herein by this reference. In the event of any conflict or inconsistency between or among the various documents, precedence shall be given to and provisions of the various documents shall govern in accordance with the following order, the first governing over the subsequent listing, and so on: First this AGREEMENT, then:

- I. Standard Provisions for City Contracts (Rev. 10/17 v3), Exhibit A

M. SEVERABILITY

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

N. INDEMNIFICATION AND INSURANCE

1. Indemnification

The CCF agrees to indemnify, defend, and hold harmless the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest ("City Indemnitees") from and against any and all liability, actions, causes of action, or expenses of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the CCF activities, operations or services relating to the Program, including any workers' compensation suits, Federal Fair Labor Standards Act, State wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of the CCF by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City Indemnitees.

2. Insurance

The CCF must comply with all insurance requirements imposed by the CAO Risk Management (Exhibit D General Form 146 entitled "California Community Foundation – Los Angeles Census Fund Agreement") as a prerequisite for performing the terms of this Agreement. Additionally, all Legal Services Providers selected by CCF must, as a prerequisite to performance, comply with the insurance requirements stated on Exhibit E General Form 146 entitled "California Community Foundation – Community-Based Organizations".

O. RATIFICATION CLAUSE

The Agreement was signed by the CCF's authorized representative, executed by the City and effective on the date of execution and terminating on December 31, 2020. Due to the need for Contractor's services to be provided upon the commencement of the Term hereof, Contractor may have provided services prior to the execution of this Agreement. To the extent

that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby accepted by the City and shall be treated as services performed under the terms and conditions of this Agreement.

P. COMPLIANCE WITH LAW

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

Q. GOVERNING LAWS, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, the CCF and the City agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the City of Los Angeles.

R. RIGHTS AND REMEDIES NOT EXCLUSIVE

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

S. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between the City and the CCF. This Agreement shall not restrict the City from acquiring similar, equal or like services from other entities or sources.

T. ENTIRE AGREEMENT

1. This Agreement contains the full and complete Agreement between the City and the CCF. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
2. The CCF agrees to comply with the City's Standard Provisions for City Contracts dated October 2017 (Final) attached hereto as Exhibit C, and incorporated by reference in this Agreement. Provisions in the body of this Agreement shall prevail and take precedent over any conflicting provisions of the City's Standard Provisions for City Contracts (Rev. 10/17)(v3).

IN WITNESS THEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

For: CITY OF LOS ANGELES
Municipal Corporation

For: California Community Foundation, a
a California nonprofit corporation

By: _____
Sharon M. Tso
Chief Legislative Analyst

By: _____
John E. Kobara
Executive Vice President and COO

Date: _____

Date: _____

By: _____
Richard H. Llewellyn
City Administrative Officer

ATTESTED
Holly Wolcott, City Clerk

By: _____
Deputy City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM::
Michael N. Feuer, City Attorney

By: _____
Teresa Lujan
Deputy City Attorney

Date: _____

City Business License Number:
FIN: 95-3510055

0000503775-001-3

ATTACHMENTS

Exhibit A – Standard Provisions

Exhibit B – Payment Schedule

Exhibit C – Summary of Deliverables

Exhibit D – Insurance California Community Foundation – Los Angeles Census Fund

Agreement

Exhibit E – Insurance California Community Foundation – Community-Based Organizations

EXHIBIT A
Standard Provisions

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EXHIBIT B

Payment Schedule

Date	Deliverable	Amount
FY 19-20	Upon Execution of Agreement	\$200,000
FY 19-20	Upon submission of financial status report once 50 percent of funds has been expended	\$250,000
No later than December 31, 2020	Upon submission of End of Term Final Report	\$50,000

EXHIBIT C

Summary of Deliverables

Deliverable	Section	Section Title
Provide a report on CCF's planned solicitation strategy	Section D3	Solicitation to Procure Community Based Outreach Services From Non Profit Providers
Process and Procedures used to select grantees	Section D4	Selection Process
Single point of contact for each CBO grantee and a service directory that specifies the types of services provided by each CBO	Section D6	Coordination of Work
Results of quality control survey securing feedback from CBOs and a representative sample of their clients on how well the LACF program is performing	Section D7	Quality Control
Quarterly reports detailing program activities to date based on report submitted by CBO grantees.	Section D12	Data Collection and Reporting
Financial status report once 50 percent of funds has been expended	Section D12	Data Collection and Reporting
End of term final report due no later than December 31, 2020 and which summarizes the city-based LACF activities, overall reach, best practices, and lessons learned.	Section D12	Data Collection and Reporting
End of Term Financial Report itemizing actual expenditures funded by monies received pursuant to this Agreement.	Section D15	Accounting, Financial Records, Audit
Quarterly Reports which provide an accounting of all funds, including LACF expenditures, and identify the parties to each transaction during the reporting period	Section D15	Accounting, Financial Records, Audit