

DATE SUBMITTED 1/9/19
 SUBMITTED BY AB
 DATE ACTION REQUIRED 1/15/19

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: CENSUS 2020 1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND COUNTY OF IMPERIAL FOR SERVICES TO ADMINISTER CENSUS 2020 GRANT FUND;	
DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE	
BACKGROUND/SUMMARY: The City of Imperial, along with all other agencies, have partnered with the County of Imperial to participate in the US Census 2020. Based on the City's "hard to count" index, the City of Imperial is eligible to receive \$6,992. Based on our budget proposal, we have been awarded \$6700.00 to facilitate Count Kiosks in our City facilities and Market Days events. Attached for your review is the agreement, proposal, and budget narrative.	
FISCAL IMPACT: \$6700.00 Awarded	ADMIN SERVICES INITIALS <u> </u>
STAFF RECOMMENDATION:	DEPT. INITIALS <u> </u>
MANAGER'S RECOMMENDATION: It is our recommendation to approve the agreement for the city to participate in the Census 2020.	CITY MANAGER'S INITIALS <u> </u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:

1 **AGREEMENT FOR SERVICES**

2 _____
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the
4 _____ day of _____, 2019, by and between the **County of Imperial**, a political subdivision of
5 the State of California, by and through its Executive Office (“COUNTY”) and the City of
6 _____, a municipal corporation of the state of California (“CONSULTANT”)
7 (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified city to provide professional services to
10 provide community outreach in the incorporated cities of the County of Imperial for the 2020 census
11 (“Project”); and

12 **WHEREAS**, CONSULTANT represents that it is qualified and experienced to perform the
13 Project services; and

14 **WHEREAS**, COUNTY desires to engage CONSULTANT to provide services by reason of its
15 qualifications and experience for performing such services, and CONSULTANT has offered to provide
16 the services required for the Project.

17 **NOW, THEREFORE**, in consideration of their mutual covenants, COUNTY and
18 CONSULTANT have and hereby agree to the following:

19 **1. RECITALS.**

20 **1.1.** Parties hereby certify that to the best of their knowledge, the above recitals are true and
21 correct.

22 **1.2.** The above recitals are hereby adopted and incorporated within this Agreement.

23 **2. DEFINITIONS.**

24 **2.1.** “Request for Proposals” or “RFP” shall mean that document that describes the Project and
25 project requirements to prospective bidders entitled, “Request for Proposals – To Conduct
26 A Census 2020 Community Outreach In The Incorporated Cities of Imperial County,”
27 dated August 2, 2019. The Request for Proposal is attached hereto as **Exhibit “A”** and
28 incorporated herein by this reference.

1 **2.2.** "Proposal" shall mean CONSULTANT's document entitled,
2 "
3 _____
4 _____",
5 dated _____, and submitted to COUNTY's Executive Office.
6 The Proposal is attached hereto as **Exhibit "B"** and incorporated herein this by reference.

7 **3. CONTRACT COORDINATION.**

8 **3.1.** COUNTY's Executive Officer, or his/her designee, shall be the representative of
9 COUNTY for all purposes under this Agreement. COUNTY's Executive Officer, or
10 his/her designee, is hereby designated as the Contract Manager for COUNTY. He/she
11 shall supervise the progress and execution of this Agreement.

12 **3.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for
13 the progress and execution of this Agreement. Should circumstances or conditions
14 subsequent to the execution of this Agreement require a substitute Contract Manager for
15 any reason, the Contract Manager designee shall be subject to the prior written acceptance
16 and approval of COUNTY's Contract Manager.

17 **4. DESCRIPTION OF WORK.**

18 CONSULTANT shall provide all materials and labor to perform this Agreement consistent with
19 the RFP and the Proposal, as set forth in **Exhibits "A" and "B."** In the event of a conflict amongst this
20 Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this
21 Agreement shall take precedence over both.

22 **5. WORK TO BE PERFORMED BY CONSULTANT.**

23 **5.1.** CONSULTANT shall comply with all terms, conditions, and requirements of the RFP, the
24 Proposal, and this Agreement.

25 **5.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full
26 performance of the obligations assumed by CONSULTANT hereunder.

27 **5.3.** CONSULTANT shall:

28 **5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices
 that may be necessary and incidental to the due and lawful prosecution of the

1 services to be performed by CONSULTANT under this Agreement;

2 **5.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,
3 ordinances, regulations, orders and decrees which may affect those engaged or
4 employed under this Agreement;

5 **5.3.3.** At all times observe and comply with, and cause all of its employees to observe
6 and comply with all of said laws, ordinances, regulations, orders and decrees
7 mentioned above; and

8 **5.3.4.** Immediately report to COUNTY's Contract Manager in writing any discrepancy
9 or inconsistency it discovers in said laws, ordinances, regulations, orders and
10 decrees mentioned above in relation to any plans, drawings, specifications or
11 provisions of this Agreement.

12 **6. REPRESENTATIONS BY CONSULTANT.**

13 **6.1.** CONSULTANT understands and agrees that COUNTY has limited knowledge in the
14 multiple areas specified in the Proposal and the RFP. CONSULTANT has represented
15 itself to be an expert in these fields and understands that COUNTY is relying upon such
16 representation.

17 **6.2.** CONSULTANT represents and warrants that it is a lawful entity possessing all required
18 licenses and authorities to do business in the state of California and perform all aspects
19 of this Agreement.

20 **6.3.** CONSULTANT shall not commence any work under this Agreement or provide any
21 other services, or materials, in connection therewith until CONSULTANT has received
22 written authorization from COUNTY's Contract Manager to do so.

23 **6.4.** CONSULTANT represents and warrants that the people executing this Agreement on
24 behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement
25 and bind CONSULTANT to the performance of all duties and obligations assumed by
26 CONSULTANT herein.

27 **6.5.** CONSULTANT represents and warrants that any employee, subcontractor, and/or agent
28 who will be performing any of the duties and obligations of CONSULTANT herein

1 possess all required licenses and authorities, as well as the experience and training, to
2 perform such tasks.

3 **6.6.** CONSULTANT represents and warrants that the allegations contained in the RFP are true
4 and correct.

5 **6.7.** CONSULTANT understands that COUNTY considers the representations made herein
6 to be material and would not enter into this Agreement with CONSULTANT if such
7 representations were not made.

8 **6.8.** CONSULTANT understands and agrees not to discuss this Agreement or work
9 performed pursuant to this Agreement with anyone not a party to this Agreement
10 without the prior permission of COUNTY. CONSULTANT further agrees to
11 immediately advise COUNTY of any contacts or inquiries made by anyone not a party
12 to this Agreement with respect to work performed pursuant to this Agreement.

13 **6.9.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due
14 diligence review of its files and advise COUNTY of any conflict or potential conflict
15 CONSULTANT may have with respect to the work requested.

16 **6.10.** CONSULTANT understands and agrees that in the course of performance of this
17 Agreement, CONSULTANT may be provided with information or data considered by
18 the owner or the COUNTY to be confidential. COUNTY shall clearly identify such
19 information and/or data as confidential. CONSULTANT shall take all necessary steps
20 necessary to maintain such confidentiality including but not limited to restricting the
21 dissemination of all material received to those required to have such data in order for
22 CONSULTANT to perform under this Agreement.

23 **6.11.** CONSULTANT represents that the personnel dedicated to this project, as identified in
24 CONSULTANT's Proposal, will be the people to perform the tasks identified therein.
25 CONSULTANT will not substitute other personnel or engage any contractors to work
26 on any tasks identified herein without prior written notice to COUNTY.

27 **7. TERM OF AGREEMENT.**

28 This Agreement shall commence on the date first written above and shall remain in effect for a

1 period of eight (8) months, unless otherwise modified or terminated as provided for in this Agreement.

2 **8. COMPENSATION.**

3 **8.1.** The total compensation payable under this Agreement shall not exceed
4 _____ (\$ _____), unless
5 otherwise previously agreed to in writing by COUNTY.

6 **8.2.** Except as provided under Paragraph 8.1, COUNTY shall not be responsible to pay
7 CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of
8 expenses or other remuneration.

9 **9. PAYMENT.**

10 **9.1.** CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit**
11 **“B.”** COUNTY shall pay CONSULTANT for completed and approved services upon
12 presentation of its itemized billing.

13 **9.2.** COUNTY may retain up to five percent (5%) of the total of amount of each invoice, not to
14 exceed five percent (5%) of the total compensation amount of the completed Project.
15 “Completion of the Project” is when the work to be performed has been completed in
16 accordance with this Agreement, as determined by COUNTY, and all subcontractors, if
17 any, have been paid in full by CONSULTANT. Upon completion of the Project,
18 CONSULTANT shall bill COUNTY the retention for payment by COUNTY.

19 **10. METHOD OF PAYMENT.**

20 CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to
21 COUNTY a written claim for compensation for services performed. The claim shall be in a format
22 approved by COUNTY. No payment shall be made by COUNTY prior to the claims being approved in
23 writing by COUNTY’s Contract Manager or his/her designee. CONSULTANT may expect to receive
24 payment within a reasonable time thereafter and in any event in the normal course of business within
25 thirty (30) days after the claim is submitted.

26 **11. TIME FOR COMPLETION OF THE WORK.**

27 The Parties agree that time is of the essence in the performance of this Agreement. Project
28 scheduling shall be as described in **Exhibits “A” and “B”** unless revisions are approved by both

1 COUNTY's Contract Manager and CONSULTANT's Contract Manager. Time extensions may be
2 allowed for delays caused by COUNTY, other governmental agencies or factors not directly brought
3 about by the negligence or lack of due care on the part of CONSULTANT.

4 **12. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

5 CONSULTANT shall maintain books, records, documents, reports and other materials
6 developed under this Agreement as follows:

7 **12.1.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,
8 canceled checks, and other records relating to CONSULTANT's charges for services or
9 expenditures and disbursements charged to COUNTY for a minimum period of three
10 (3) years, or for any longer period required by law, from the date of final payment to
11 CONSULTANT pursuant to this Agreement.

12 **12.2.** CONSULTANT shall maintain all reports, documents, and records, which demonstrate
13 performance under this Agreement for a minimum period of five (5) years, or for any
14 longer period required by law, from the date of termination or completion of this
15 Agreement.

16 **12.3.** Any records or documents required to be maintained by CONSULTANT pursuant to
17 this Agreement shall be made available to COUNTY for inspection or audit at any time
18 during CONSULTANT's regular business hours provided that COUNTY provides
19 CONSULTANT with seven (7) days advanced written or e-mail notice. Copies of such
20 documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at
21 CONSULTANT's address indicated for receipt of notices under this Agreement.

22 **13. SUSPENSION OF AGREEMENT.**

23 COUNTY's Contract Manager shall have the authority to suspend this Agreement, in whole or
24 in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part
25 of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the
26 compensation due and payable to the date of suspension.

27 **14. TERMINATION.**

28 COUNTY retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation due
2 and payable to the date of termination; provided, however, if this Agreement is terminated for fault of
3 CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of
4 CONSULTANT's services which are of benefit to COUNTY.

5 **15. INSPECTION.**

6 CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to
7 ascertain that the services of CONSULTANT are being performed in accordance with the requirements
8 and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to
9 COUNTY's Contract Manager's inspection and approval. The inspection of such work shall not
10 relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

11 **16. OWNERSHIP OF MATERIALS.**

12 All original drawings, videotapes, studies, sketches, computations, reports, information, data
13 and other materials given to or prepared or assembled by or in the possession of CONSULTANT
14 pursuant to this Agreement shall become the permanent property of COUNTY and shall be delivered
15 to COUNTY upon demand, whether or not completed, and shall not be made available to any
16 individual or organization without the prior written approval of COUNTY.

17 **17. INTEREST OF CONSULTANT.**

18 **17.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any
19 interest, direct or indirect, financial or otherwise, which would conflict in any manner or
20 degree with the performance of the services hereunder.

21 **17.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-
22 contractor or person having such an interest shall be employed.

23 **17.3.** CONSULTANT certifies that no one who has or will have any financial interest under
24 this Agreement is an officer or employee of COUNTY.

25 **18. INDEMNIFICATION.**

26 CONSULTANT shall hold harmless, defend, and indemnify COUNTY and its officers,
27 officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs
28 (including without limitation costs and fees of litigation) of every nature arising out of or in connection

1 with CONSULTANT's performance of work hereunder or its failure to comply with any of its
2 obligations contained in this Agreement, except such loss or damage which was caused by the sole
3 negligence or willful misconduct of COUNTY.

4 **19. INDEPENDENT CONTRACTOR.**

5 **19.1.** In all situations and circumstances arising out of the terms and conditions of this
6 Agreement, CONSULTANT is an independent contractor, and as an independent
7 contractor, the following shall apply:

8 **19.2.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for
9 the requirements and results specified by this Agreement or any other agreement.

10 **19.3.** CONSULTANT shall be responsible to COUNTY only for the requirements and results
11 specified by this Agreement and except as specifically provided in this Agreement, shall
12 not be subject to COUNTY's control with respect to the physical actions or activities of
13 CONSULTANT in fulfillment of the requirements of this Agreement.

14 **19.4.** CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,
15 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with
16 Workers' Compensation coverage or any other type of employment or worker insurance
17 or benefit coverage required or provided by any Federal, State or local law or regulation
18 for, or normally afforded to, an employee of COUNTY.

19 **19.5.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
20 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to
21 the Social Security Old Age Pension Program, Social Security Disability Program, or
22 any other type of pension, annuity, or disability program required or provided by any
23 Federal, State or local law or regulation.

24 **19.6.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or
25 make any claim against any COUNTY fringe program, including, but not limited to,
26 COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan,
27 or any other type of benefit program, plan, or coverage designated for, provided to, or
28 offered to COUNTY's employees.

1 **19.7.** COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State,
2 or local tax, including, but not limited to, any personal income tax, owed by
3 CONSULTANT.

4 **19.8.** CONSULTANT is, and at all times during the term of this Agreement, shall represent
5 and conduct itself as an independent contractor, not as an employee of COUNTY.

6 **19.9.** CONSULTANT shall not have the authority, express or implied, to act on behalf of,
7 bind or obligate COUNTY in any way without the written consent of COUNTY.

8 **20. INSURANCE.**

9 Parties hereby agree, at their respective cost and expense, to obtain and maintain in full force
10 during the entire term of this Agreement (or extended term thereof) insurance sufficient to cover their
11 respective risks associated with the work to be performed under this Agreement.

12 **21. PREVAILING WAGE.**

13 **21.1.** CONSULTANT acknowledges that any work that qualifies as a “public work” within
14 the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its
15 sub-consultants, to comply with the provisions of California Labor Code sections 1775
16 et seq.

17 **21.2.** When applicable, copies of the prevailing rate of per diem wages shall be on file at
18 COUNTY’s Department of Public Works and available to CONSULTANT and any
19 other interested party upon request. CONSULTANT shall post copies of the prevailing
20 wage rate of per diem wages at the Project site.

21 **21.3.** CONSULTANT hereby acknowledges and stipulates to the following:

22 **21.3.1.** CONSULTANT has reviewed and agrees to comply, when applicable, with the
23 provisions of Labor Code section 1776 regarding retention and inspection of
24 payroll records and noncompliance penalties; and

25 **21.3.2.** CONSULTANT has reviewed and agrees to comply, when applicable, with the
26 provisions of Labor Code section 1777.5 regarding employment of registered
27 apprentices; and

28 **21.3.3.** CONSULTANT has reviewed and agrees to comply, when applicable, with the

1 provisions of Labor Code section 1810 regarding the legal day's work; and

2 **21.3.4.** CONSULTANT has reviewed and agrees to comply, when applicable, with the
3 provisions of Labor Code section 1813 regarding forfeiture for violations of the
4 maximum hours per day and per week provisions contained in the same chapter.

5 **21.3.5.** CONSULTANT has reviewed and agrees to comply, when applicable, with any
6 applicable provisions for those Projects subject to Department of Industrial
7 Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY
8 hereby notifies CONSULTANT that CONSULTANT is responsible for
9 complying with the requirements of Senate Bill 854 (SB854) regarding certified
10 payroll record reporting. Further information concerning the requirements of
11 SB854 is available on the DIR website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.
12

13 **22. ASSIGNMENT.**

14 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
15 CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ other
16 specialists to perform services as required with prior approval by COUNTY.

17 **23. NON-DISCRIMINATION.**

18 **23.1.** During the performance of this Agreement, CONSULTANT and its subcontractors shall
19 not unlawfully discriminate, harass or allow harassment against any employee or
20 applicant for employment because of sex, race, color, ancestry, religious creed, national
21 origin, physical disability (including HIV and AIDS), mental disability, medical
22 condition (cancer), age (over forty (40)), marital status and denial of family care leave.

23 **23.2.** CONSULTANT and its subcontractors shall insure that the evaluation and treatment of
24 their employees and applicants for employment are free from such discrimination and
25 harassment.

26 **23.3.** CONSULTANT and its subcontractors shall comply with the provisions of the Fair
27 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
28 regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et

1 seq.).

2 23.4. The applicable regulations of the Fair Employment and Housing Commission
3 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of
4 Title 2 of the California Code of Regulations, are incorporated into this Agreement by
5 reference and made a part hereof as if set forth in full.

6 23.5. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794
7 (a)) are incorporated into this Agreement by reference and made a part hereof as if set
8 forth in full.

9 23.6. CONSULTANT and its subconsultants shall give written notice of their obligations
10 under this clause to labor organizations with which they have a collective bargaining or
11 other agreement.

12 23.7. CONSULTANT shall include the nondiscrimination and compliance provisions of this
13 clause in all subcontracts to perform work under this Agreement.

14 **24. NOTICES AND REPORTS.**

15 24.1. Any notice and reports under this Agreement shall be in writing and may be given by
16 personal delivery or by mailing by certified mail, addressed as follows:

17 **COUNTY**

18 County Executive Office
19 Attn: Contract Manger
20 940 Main Street, Suite 208
21 El Centro, CA 92243

CONSULTANT

21 County of Imperial
22 Clerk of the Board of Supervisors
23 940 W. Main Street, Suite 209
24 El Centro, CA 92243

25 24.2. Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-
26 two (72) hours after deposit in the United States mail or twenty-four (24) hours after
27 deposit with an overnight carrier.

28 24.3. The addressees and addresses for purposes of this Section may be changed to any other
addressee and address by giving written notice of such change. Unless and until written

1 notice of change of addressee and/or address is delivered in the manner provided in this
2 Section, the addressee and address set forth in this Agreement shall continue in effect
3 for all purposes hereunder.

4 **25. ENTIRE AGREEMENT.**

5 This Agreement contains the entire Agreement between COUNTY and CONSULTANT
6 relating to the transactions contemplated hereby and supersedes all prior or contemporaneous
7 agreements, understandings, provisions, negotiations, representations, or statements, either written or
8 oral.

9 **26. MODIFICATION.**

10 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
11 unless the same is in writing and signed by both Parties.

12 **27. CAPTIONS.**

13 Captions in this Agreement are inserted for convenience of reference only and do not define,
14 describe or limit the scope or the intent of this Agreement or any of the terms thereof.

15 **28. PARTIAL INVALIDITY.**

16 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
17 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being
18 impaired or invalidated in any way.

19 **29. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

20 As used in this Agreement and whenever required by the context thereof, each number, both
21 singular and plural, shall include all numbers, and each gender shall include a gender.
22 CONSULTANT as used in this Agreement or in any other document referred to in or made a part of
23 this Agreement shall likewise include the singular and the plural, a corporation, a partnership,
24 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any
25 other representative capacity or any other entity. All covenants herein contained on the part of
26 CONSULTANT shall be joint and several if more than one person, firm or entity executes the
27 Agreement.

28 **30. WAIVER.**

1 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
2 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
3 the same or any other covenant or condition.

4 **31. CHOICE OF LAW.**

5 This Agreement shall be governed by the laws of the State of California. This Agreement is
6 made and entered into in Imperial County, California. Any action brought by either party with respect
7 to this agreement shall be brought in a court of competent jurisdiction within said County.

8 **32. AUTHORITY.**

9 **32.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and
10 warrants that:

11 **32.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
12 CONSULTANT;

13 **32.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT
15 and;

16 **32.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

17 **32.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
18 foregoing within thirty (30) days of execution of this Agreement.

19 **33. COUNTERPARTS.**

20 This Agreement (as well as any amendments hereto) may be executed in any number of
21 counterparts, each of which when executed shall be an original, and all of which together shall
22 constitute one and the same Agreement. No counterparts shall be effective until all Parties have
23 executed a counterpart hereof.

24 **34. REVIEW OF AGREEMENT TERMS.**

25 **34.1.** Each Party has had the opportunity to receive independent legal advice from its
26 attorneys with respect to the advisability of making the representations, warranties,
27 covenants and agreements provided for herein, and with respect to the advisability of
28 executing this Agreement.

1 **34.2.** Each Party represents and warrants to and covenants with the other Party that:

2 **34.2.1.** This Agreement in its reduction to final written form is a result of extensive
3 good faith negotiations between the Parties and/or their respective legal counsel;
4 and

5 **34.2.2.** The Parties and their legal counsel have had the opportunity to carefully review
6 and examine this Agreement for execution by said Parties.

7 **34.3.** Any statute or rule of construction that ambiguities are to be resolved against the
8 drafting party shall not be employed in the interpretation of this Agreement.

9 **35. NON-APPROPRIATION.**

10 This Agreement is based upon the availability of public funding. In the event that public funds
11 are unavailable and not appropriated for the performance of the services set forth in this Agreement,
12 the Agreement shall be terminated without penalty after written notice to CONSULTANT of the
13 unavailability and/or non-appropriation of funds.

14 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
15 above written.

16
17 **County of Imperial**

18
19 By: _____
20 Ryan E. Kelley, Chairman
21 Imperial County Board of Supervisors

By: _____

22 **ATTEST:**

23
24 By: _____
25 Blanca Acosta, Clerk of the Board
26 County of Imperial, State of California

27 **APPROVED AS TO FORM:**

28 Katherine Turner,
County Counsel

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By: _____

Adam G. Crook,
Assistant County Counsel

The information being provided in this proposal for funding is numbered in a manner to correlate with the Imperial County Complete Count Committee's Request for Proposals.

12.0 Proposal Elements

12.1 Qualifications:

- A. **Incorporation:** The City of Imperial was incorporated in 1904.
- B. **Ability to complete key activities within an 5-month timeline:** The City has an aggressive schedule that is detailed on pages 12-15 of the Strategic Plan. The timeline is summarized as follows:
- o **Education Phase:** December 2019 – April 2020
Note: In the Strategic Plan, the Education Phase starts in September 2019. The City will begin the education phase associated with the Plan prior to the availability of any funding resulting from the submission of this proposal.
 - o **Activation Phase:** January 2020 – April 2020
 - o **Follow-up Phase:** April 2020
Note: In the Strategic Plan, the Follow-up Phase will continue into June 2020. Any activities done within this month will be conducted outside the boundaries of this proposal.
- C. **Organizational capacity to implement the project, including staff, operational and fiscal management:** The City of Imperial will carry out the planned outreach activities through a combination of effort by both city staff and our CITY OF IMPERIAL partners. The Census 2020 outreach activities will be administered by the City's Community Services Department and City Manager's Office.

The City will have two people dedicated to the administration of the activities to be undertaken for the Census Complete Count as well as two additional staff members assisting. The overall outreach efforts to be conducted will be done through a combination of City staff and the CITY OF IMPERIAL. The members of the CITY OF IMPERIAL who will help in spreading the message to the community, particularly the HTC areas, are trusted partners that come from a wide variety of community segments including religious organizations, school districts, non-profits, utilities, community representatives, business, public service organizations, and various city departments. The ongoing interaction they have with their respective organization members and clientele makes them accessible and trusted partners.

The funds being administered for the activities that result from this proposal will be administered by the City of Imperial Finance Department. The

Department is led by Finance Manager, Laura Gutierrez, who has over 15 years in administering public funds.

D. Applicants must include a detailed budget along with a brief budget narrative that makes clear the breakdown of line items. The budget shown on Attachment 2 to this proposal is an expanded version of the budget contained in the Strategic Plan. It provides more details of the proposed expenses for each component of the City's outreach efforts.

E. Awardees must agree to attend CCC meetings, which allow for community-based organizations to coordinate outreach efforts, share resources, and discuss lessons learned with each other to strengthen their reach to HTC communities in the 2020 Census.
Staff members from the City of Imperial coordinating the activities that result from this funding are members of the Imperial County Complete Count Committee and have been attending CCC meetings since the beginning of this process. These staff members will continue to attend CCC meetings.

12.2 Proposed Scope of Work

The City has reviewed the Scope of Work required to obtain funding from the California Census 2020 Funding Allocation. We propose to address the six tasks required in the following manner.

Task 1 – The City of Imperial currently has one appointed member, City Treasurer Stacy Cox, to the Imperial County Complete Count Committee (CCC). City staff will continue working closely with the CCC staff to ensure that expectations and desired outcomes are understood and achieved. City staff will also review with the CCC our proposed schedule, budget and format of deliverables to receive input. During these meetings, clarification of the responsibility of each party will be established.

Task 2 – Specific information on the Hard-to-Count population is provided in "Table 1 – Hard-to-County Census Tracts Within Imperial" on pages 4-5 of the Strategic Plan. A map showing the locations of these areas is shown on "Figure 1 – Imperial Hard-to-Count Census Tracts" on page 6 of the Plan.

The CITY OF IMPERIAL includes trusted partners of these HTC areas who will work alongside the City on outreaching to the HTC population. The members and the proposed targeted population is as follows.

- Members of religious organizations – Outreach will be done to their congregations through newsletters, flyers, posters, and their respective church groups.

- **Education districts** – Information will be provided to the students about the importance of the Census and how it will help them throughout their school years. The students will be encouraged to ensure that their household participates in the Census and flyers will be provided to the students for dissemination at home. This flyer will be provided in both English and Spanish and will include contact information for the CITY OF IMPERIAL should any further information or assistance be needed.
- **City departments** – The CITY OF IMPERIAL staff will be working closely with City departments to take advantage of their relationship and interaction with various members of the HTC community. Training will be provided to City departments about the Census process and timeline so that they are able to answer any questions from members of the community that come into City offices to conduct business, receive services, or participate in activities. Most particularly, employees from City Hall and Library will be focused on as they have the highest level of interaction with members of the HTC areas. The Library has close interaction with members from the HTC areas as well as the Spanish speaking population. The Adult Center and Library are identified as locations for QACs during the timeframe when Census responses are being accepted.

During the training provided to City staff, information will be provided on the importance of the Census, the process of submitting Census responses, the availability of QACs during the Census response period, as well as applicable timelines so that they can provide assistance to any community members who seek this information during their interaction with City staff.

The City anticipates taking on a campaign that utilizes various forms of media to attempt to reach as many segments of the community as possible. The activities are summarized as follows.

- **Campaign development** - The information and materials will include flyers, banners, posters and all material will be created in both Spanish and English.
- **Social media** – The City plans to utilize all of its available social media pages as well as engaging with our CITY OF IMPERIAL members and other community organizations to utilize their pages in an attempt to reach as much of the population as possible. We will also be utilizing the option to do Facebook 'buys' to push our message to a larger audience. Facebook 'ads' will be pursued as budget allows; however, as the market for Facebook advertising is competitive and done on an auction basis, this cannot be guaranteed.

Task 3 – The City will be setting up QACs at various City offices as well as working with our CITY OF IMPERIAL members to identify sites within the HTC areas for mobile QACs. The staff working at the QACs will be bilingual in both English and Spanish and will have information on hand to assist them in utilizing the translation services available through the Census for languages other than Spanish and English. All staff members working the QAC will be trained in the 'how-to' of completing Census submittals in paper, online, and phone formats so that they can provide assistance to any community member needing help to participate in the count. They will also be versed in the overall Census process and have Census timeline information available for the public. All QAC sites will be handicap accessible.

Task 4 – In an effort to promote online response to the Census, all flyers created will provide website information where the Census can be completed (if available by production time). The QAC's being provided to the public will have computers with Wi-Fi capabilities available to the public at both its City Hall and Imperial Public Library.

From mid-March 2020 to mid-April 2020, the City proposes to set up QACs at the Adult Center, City Library, Branch Library, and trusted partner locations. The quantity of QAC set up and availability will be dependent on the amount of funding awarded. The finalized schedule will be included on flyers that will be distributed in both Spanish and English.

The City plans to attend a variety of events being held in the City of Imperial to reach as wide a variety of the community and HTC populations as possible. In addition to the two staff members dedicated to the complete count effort, a variety of staff members who generally work these events as well as CITY OF IMPERIAL members who will be volunteering, will be trained in the various aspects of the CITY OF IMPERIAL's outreach efforts and Census information.

When estimating the attendance of the HTC community at various events in the City. While attending events within the City conducting outreach, CITY OF IMPERIAL members will not only be reaching HTC segments of the City, but also HTC communities from throughout the County. At a minimum, the City proposes to reach out to the community at the following locations and events.

- City of Imperial Market Day's Events
 - December to Remember – December 14, 2019
 - Blues, Brews & BBQ's – February 15, 2020
 - Festival of Colors – April 18, 2020

These events attract a high attendance of those considered part of the HTC population. The events are hosted in Downtown Imperial and is attended largely by members of the Hispanic communities throughout the Imperial County.

- California Mid-Winter Fair - This event is held in March each year and is well attended by the County as a whole. The target of this outreach will be families, youth, and the Hispanic population. It is anticipated that this event will be a joint effort of all members of the Imperial County CCC.

Task 5 – All materials developed under this proposal will be created in both English and Spanish. If space on promotional materials does not permit information in both languages, the item will be produced in both English and Spanish versions.

Task 6 – Based on the schedule for this funding, City staff will have already begun its outreach efforts prior to receiving any funding associated with the California Census 2020 Funding Allocation. The City has an aggressive schedule that is detailed within the Strategic Plan in section 1.10 Activities Timeline on pages 12-15. It is summarized as follows:

- Education Phase: December 2019

Note: In the Strategic Plan, the Education Phase starts in December 2019. The City will begin the education phase associated with the Plan prior to the availability of any funding resulting from the submission of this proposal.

- Activation Phase: January 2020 – April 2020

- Follow-up Phase: April 2020 – May 2020

Note: In the Strategic Plan, the Follow-up Phase will continue into April 2020. Any activities done within this month will be conducted outside the boundaries of this proposal.

Within the Strategic Plan the activities to be undertaken within each phase are identified in detail.

12.3 Project Personnel and Their Availability

The point of contact for this project is Stacy Cox, who is the elected Treasurer for the City of Imperial. She will be performing all day-to-day activities associated with the Census outreach efforts. Ms. Cox also conducted the Local Update of Census Addresses (LUCA) for both 2010 and 2020, as well as community outreach activities associated with the 2010 Census. She has an 18-year background with the City in project administration, budgeting, and grant reporting. Her full resume is provided in Attachment 3.

Assisting in the Census 2020 outreach will be Alexis Brown, Management Analyst and Public Information Officer with the City Manager's Office. She currently administers the media and marketing efforts for the City of Imperial and has six (6) years working with the promotion of various City projects and programs.

Oversight of the project will be done by the City Manager of Imperial, Stefan Chatwin. Mr. Chatwin has eighteen (18) years' experience in local government. She has worked closely with the community through her program and project delivery efforts.

12.3 Cost of Proposed Services

As mentioned above, the budget shown on Attachment 2 to this proposal is an expanded version of the budget contained in the Strategic Plan. It provides more details of the proposed expenses for each component of the City's outreach efforts. The expenses are identified as being paid by either the City's automatic allocation or a request for funds from the competitive portion of the funding.

Based on the detailed budget, the City has outlined the use of the **\$6,700.00** of the automatic California Census 2020 Funding Allocation.

Budget Narrative:

The City has identified key activities to be funded to assist in the outreach areas. The budget includes funding requests to carry out the following activities:

- Campaign Development
- Creation of flyers and posters for handout, mailer inserts, church bulletin boards, City offices, and various events.
- Production of items for attendance at various events including booth set up, staff shirts, and promotional items.
- Set up of "Assistance Centers" including purchase of iPads, privacy booths, and stipends for volunteers.

In conclusion, the City understands the importance of a complete count on April 1, 2020, to not only our City, but the region as a whole. We look forward to working with the Imperial County Complete County Committee to reach every member of the County to ensure that they participate in Census 2020.

The City thanks you for your consideration. If any additional or clarifying information is needed, please do not hesitate to contact Alexis Brown at (760) 355-4373 or email abrown@cityofimperial.org.

Sincerely,



Stefan T. Chatwin
City Manager

Attachments:

Attachment 1 – Imperial County Complete Count Committee Strategic Plan

Attachment 2 – City of Imperial Detailed Budget

Addendums 1-5 to the Request for Proposals



CITY COUNCIL
Robert Amparano – Mayor
Darrell Pechtl – Mayor Pro Tem
Geoff Dale – Councilmember
Karin Eugenlo – Councilmember
James Tucker – Councilmember

CITY CLERK
Debra Jackson

CITY TREASURER
Stacy Cox

CITY ATTORNEY
Dennis Morita

CITY MANAGER
Stefan T. Chatwin

December 10, 2019

Imperial County Purchasing Department
Attn: Esperanza Colio Warren, Deputy County Executive Officer
1125 Main Street
Imperial, CA 92243

Re: Request for Proposal to Conduct a Census 2020 Community Outreach in an Incorporated City in Imperial County

Dear Ms. Colio,

In its efforts to ensure a complete count of its population, the City of Imperial is pleased to submit this proposal for funding through the California Census 2020 Funding Allocation. The City aims to reach, educate, motivate, and activate individuals who are traditionally excluded and undercounted in the Census. For this reason, as recommended by the U.S Census Bureau and the Complete Count Committee (CCC) Office, the City of Imperial seeks to implement a robust local campaign focusing on outreach in the Hardest-to-Count (HTC) populations in trusted locations, with culturally aware organizations and trusted messengers.

The City of Imperial understands the long term effects of having such a large portion of our population going uncounted in the Census 2020 and further understands the reward to be gained by not only local governments, but also by stakeholders such as businesses, developers, transportation planners, and citizen organizations. As part of our efforts, City staff has been working with Dr. Arturo Hernandez of the Federal Census to establish the “**Imperial Counts 2020**” Complete County Committee (CITY OF IMPERIAL). The Strategic Plan that has been prepared by the CITY OF IMPERIAL is included as Attachment 1 and incorporated as part of this proposal. The Plan details the committee’s proposed strategy for the outreach and partnering efforts to reach the Hard-to-Count areas of our community.

City of Imperial
Census 2020 Budget Narrative

Census Materials & Promotional Items		Cost	City Allocation
Printing Costs for Census Material	10,000 color, two sided Flyers	\$	800
Bilingual Utility Bill Inserts- February & March	Insert #1 8.5x11, color two sided \$943.94 ea Utility Billing Insert	\$	1,900
Promotional Items for Special Events	Reusable bags, wrist bands, pens Branded Pop up tent \$550-800	\$	1,000
Special Event set up w/Census 2020 logo	Branded Table Cloth - \$100 Staff shirts \$300 (10 polos) Banner & Shirts	\$	1,500
Stipend for Attendance at Citywide events	Short event stipend \$50 Long event stipend \$75 At least 2 per event		
*Blues Brews & BBQ (February)	2 people	\$	150
*Festival of Colors (April)	2 people	\$	150
Question Assistance Centers	December 2019- April 2020		
Ipads for QAC			
***City Hall		\$	400
***Imperial Public Library		\$	400
***Mobile Center (special events pop-up booth)		\$	400
Census Assistance Kiosks			
Imperial Public Library			
Imperial City Hall			

\$ 6,700

Total amount
available \$6,992

