



35453
AMENDMENT NUMBER ONE

TO

SUBAWARD AGREEMENT BETWEEN

THE COUNTY OF LOS ANGELES

AND

**THE CITY OF LONG BEACH
FOR**

CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

**AGREEMENT NUMBER: AO-20-548
AMENDMENT NUMBER 1**

AMENDMENT NUMBER ONE

SUBAWARD AGREEMENT

35453

This Amendment No. One is made and entered into this 27th day of August, 2020, by and between the County of Los Angeles (hereinafter "County") and the City of Long Beach (hereinafter "City").

RECITALS

WHEREAS, on January 8, 2020, the parties hereto previously entered into a Subaward Agreement (hereinafter "Contract") for a total maximum Contract sum of **\$322,141** with Agreement No. **AO-20-548**; and

WHEREAS, on January 29, 2019, the Board of Supervisors (Board) delegated authority to the Chief Executive Officer (CEO) to execute agreements with public entities, community-based organizations and other entities to carry out activities consistent with the Los Angeles Complete Count Committee Census 2020 Strategic Plan and all State requirements; and:

WHEREAS, the California Complete Count – Census 2020 Office (State) identified priorities regarding 2020 Census-related education and outreach as deserving additional financial support:

WHEREAS, the parties agree that an amendment is necessary to increase the contract sum by **\$50,065** for a maximum contract sum of **\$372,206**.

NOW THEREFORE, pursuant to Paragraph 1 under Section L (Amendments) of the body of the Contract and in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree to the following:

- I. The Contract is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall have full force and effect as if fully set forth herein.
- II. **Section A – Approved Funding and Purpose**, of the body of the Contract is deleted in its entirety and replaced such as follows:

Section A. The County hereby grants to the City an amount not to exceed \$372,206 which will be used to engage in Census 2020 education and outreach activities that focus on both geographic areas and demographic populations who are "least likely to respond." These areas and populations are commonly referred to as "Hard-to-Count (HTC)." The terms "least likely to respond" and "HTC" are terms of art and are often used interchangeably. HTC or "least likely to respond" areas or populations are areas or populations, which based on multiple demographic, housing and socioeconomic variables factors, have been judged as difficult to enumerate by the California Department of Finance Demographic Research Unit. Activities carried out under the term of this Agreement shall achieve the following objectives:

- III. **Section E – Agreement Term**, of the body of the Contract is deleted in its entirety and replaced such as follows:

Section E. The Period of Performance ("Term") of this Agreement will commence upon full execution of this Agreement through September 30, 2021. The City shall not receive payment for work performed prior to approval of the Agreement and not before receipt of notice to proceed by the County Contract Manger.

- III. **Exhibit A** (Responsibilities & Requirements) is deleted in its entirety and replaced with revised **Exhibit A-1** (Responsibilities & Requirements), attached hereto and incorporated herein by reference.
- IV. **Exhibit B** (Budget Detail and Payment Provisions) is deleted in its entirety and replaced with revised **Exhibit B-1** (Budget Detail and Payment Provisions), attached hereto and incorporated herein by reference.
- V. **Exhibit C** (Special Terms and Conditions) is added by this Amendment No. 1, is attached hereto and incorporated herein by reference.
- VI. **Exhibit C-1** (Protection of Confidential and Sensitive Information) is added by this Amendment No. 1, is attached hereto and incorporated herein by reference.
- VII. **Exhibit C-2** (Non-Disclosure Certificate) is added by this Amendment No. 1, is attached hereto and incorporated herein by reference.
- VIII. **Exhibit C-3** (Volunteer Release and Waiver of Liability) is added by this Amendment No. 1, is attached hereto and incorporated herein by reference.
- IX. Except as expressly modified by this **Amendment No. 1**, the unaffected terms and conditions of the Contract, as may have been previously amended, shall remain unchanged in full force and effect and enforceable against the parties.

IN WITNESS WHEREOF, the parties by their duly authorized signatures have caused this Amendment No. 1 to become effective upon execution by the County.

COUNTY OF LOS ANGELES:
CHIEF EXECUTIVE OFFICE

By 
SACHI A. HAMAI
Chief Executive Officer

August 27, 2020
Date

CONTRACTOR:
CITY OF LONG BEACH

By Linda J. Jatum for

Name: Thomas B. Modica

Title: City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Lucia Gonzalez
Deputy County Counsel

APPROVED AS TO FORM

Aug. 20, 2020

CHARLES PARKIN, City Attorney

By 
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

RESPONSIBILITIES & REQUIREMENTS

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

Administrative Requirement - Board Resolution	
The City is required to have a legally binding resolution, order, motion or ordinance or similar document from the City Council authorizing execution of the agreement.	
Task 1 -- Strategic Plan	
Within sixty (60) days of entering into contract, the City must provide the County with the City's Strategic Plan, which shall address subtasks 1.1 through 1.11. The County's Chief Executive Office must approve (in writing) the Strategic Plan.	
*Please see Exhibit B-1 for accounting of tasks previously completed by City	
1.1	Outreach Plan – City shall provide a plan that includes a local, grassroots approach to reaching the least likely to respond with specific strategies, tactics and timeline(s), as well as description of specific collaboration(s), partnership(s), and leveraging of resources to achieve the highest self-response rate on the census 2020 questionnaire. Further components are listed below:
1.2	Approach – City shall describe its approach to outreach, including: <ul style="list-style-type: none"> • 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 -- City shall provide a plan showing its integrated and coordinated approach working with the US Census Bureau, the County CCC, schools, CBOs, and other civil society organizations to avoid duplication and to identify methodology to address gaps.
1.4	Resources and Infrastructure -- City 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. City shall also provide a plan for establishing, managing, and announcing CAKs and QACs which should include locations and resources.
1.5	City shall provide geospatial data or mapping of the following: <ul style="list-style-type: none"> • City HTC/least likely to respond areas • City 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

EXHIBIT A-1

1.6	Language Access Plan – There are over 200 non-English languages spoken across the County. City shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the local jurisdiction. City's plan must be consistent with the requirements of the California Complete Count's Language and Communications Access Plan, as further delineated at https://census.ca.gov/wp-content/uploads/sites/4/2019/06/LACAP.pdf .
1.7	Workforce Development -- Plan describing how the City will 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. Trusted messengers are individuals, groups, and/or organizations that hold an established position of trust in the community and include but are not limited to, ethnic media and community leaders who are positioned to share culturally appropriate messages for the purpose of promoting census engagement within communities.
1.8	Budget – City shall provide a budget proposal for the City's allocated funding provided by the County including, but not limited to: <ul style="list-style-type: none"> • Administrative costs <ul style="list-style-type: none"> ○ City may use a maximum of 5% (\$16,955) of initial allocation (\$322,141) for administrative costs ○ City may use a maximum of 10% (\$5,006.50) of augmented funding allocation \$50,065 for administrative costs. • Outreach (e.g. events, meetings, materials, etc.) • Media
1.9	Volunteers – City agrees that if City intends to utilize volunteers pursuant to this Agreement, such use of volunteers must abide by State requirements regarding the use of volunteers during Census 2020 outreach. This includes State requirement that for anyone 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), City must verify that the volunteer (or worker) is not any state or federal sex offender registry.
1.10	Timeline of activities during the term of this contract.
1.11	City shall describe its intention to measure results throughout the contract. City shall include specific details in its Implementation Plan such as: <ul style="list-style-type: none"> • Accountability Measures • Data to be collected – Type and Quantity • Evaluation Methodology/Approach

EXHIBIT A-1

Task 2 - Monthly Meetings	
2.0	Immediately upon contract execution, the City shall participate in monthly in-person meetings or phone calls with the County and its partners to discuss operations and provide updates of the strategic plan and progress. The monthly meetings shall continue through October 31, 2020.
Task 3 - Quarterly Written Reports	
3.0	<p>Immediately upon contract execution, the City shall become responsible for providing written quarterly reports to the County. The quarterly written reports must include:</p> <ul style="list-style-type: none"> • Information for SWORD data uploads, upon request by the County • Language access plan updates • Calendar and event updates • Budget Update • Other criteria to be determined by the County (e.g. Activity Summary, Deliverable Status, Concerns/Issues)
Task 4 - Implementation Plan	
4.0	<p>City shall submit an Implementation Plan within thirty (30) calendar days of the date of the last collected signature on the signatory page of this Agreement. The Implementation Plan shall include:</p> <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 5 - Addendum to Strategic Plan	
5.0	<p>Prior to receiving the augmented funding (\$50,065), the City must provide the County with the City's addendum to its previously submitted Strategic Plan. The County's Chief Executive Office must approve (in writing) the addendum to City's Strategic Plan. The addendum must include a revised budget and explain how the additional \$50,065 will be used to support the following priorities:</p>

EXHIBIT A-1

	<ul style="list-style-type: none">• Printing of census collateral materials in languages that support the hardest to count demographics and local outreach strategies approved in your Implementation Plan• 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)• 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 tracts• Bolstering existing efforts in hardest to count census tracts to amplify the campaign's call to action of completing the census questionnaire online. <p>The addendum must also include a budget detailing how the augmented funding will be spent to support the abovementioned priorities. Budget must include, but not be limited to:</p> <ul style="list-style-type: none">• Administrative costs<ul style="list-style-type: none">○ City may use a maximum of 5% (\$16,955) of initial allocation (\$322,141) for administrative costs○ City may use a maximum of 10% (\$5,006.50) of augmented funding allocation \$50,065 for administrative costs.• Outreach (e.g. events, meetings, materials, etc.)• Media
Task 6 – Final Report	
<p>A final report is due on November 30, 2020. At a minimum, the final report shall include:</p> <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• Evaluations, criteria used and further recommendations for 2030	

ADDITIONAL RESPONSIBILITIES AND REQUIREMENTS

1. The County is augmenting the original funding allocation awarded to the City to facilitate and support four (4) additional funding priorities. City's additional responsibilities and requirements are specified below. City agrees to perform these additional responsibilities and requirements in exchange for the augmented funding authorized.

City's Additional Responsibilities and Requirements:	
1.	<p>City will use augmented funding to support the following four (4) funding priorities</p> <ol 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 communicates to complete the census questionnaire. This focus should take into consideration Language and Communication Access Plan requirements (LACAP). C. Executing Census outreach activities in tracts (HTC 57+) where there are currently no activities planned. Refer to Implementation Plan and SwORD database for identification of these tracts. D. Bolstering existing efforts in hardest to count census tracts to amplify the campaign's call to action of completing the census questionnaire online.
2.	<p>City is required to update the activities related to additional funding into the SwORD monitoring and reporting tool.</p>
3.	<p>City agrees to the following administrative requirements:</p> <ul style="list-style-type: none"> • The City shall cooperate with and take direction from the County, which has oversight on all outreach activities that are funded pursuant to the Agreement, as amended. • 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 County reserves the authority to change or redirect the budget and outreach plan during the implementation and planning phases of the contract as needed. • The City shall coordinate and cooperate with other contracted entities, including the County, media contractors and CBOs. • The City shall retain the ability to use its own branding in all marketing and communications including but not limited to all collateral materials, promotional items, advertisements., etc.
4.	<p>City further agrees that prior to receiving the additional \$50,065, The City must provide the County with the City's addendum to its Strategic Plan which will include the following:</p> <ul style="list-style-type: none"> • How the additional \$50,065 will address the priorities listed above in Table 1, Section 1.

EXHIBIT A-1

	• An amended budget detailing how additional \$50,065 will be used.
	Augmented Funding \$50,065

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

Following satisfactory completion of the milestones outlined below, and upon receipt and approval of the appropriate invoice, the County agrees to compensate the City in accordance with the rates/costs specified herein

*Please note that milestones below which appear in red have already been completed by City

BREAKDOWN OF PAYMENT**Total Allocation: \$372,206**

	Milestone	Payment Percentage	Payment Amount	Anticipated Payment Date
1	Council Resolution**	10%	\$32,214.10	Upon Receipt
2	Strategic Plan**	35%	\$112,749.35	Upon County Approval
3	Implementation Plan (January 2020- July 2020)	25%	\$80,535.25	Upon County Approval
4	Progress Report/Results of Outreach (Final Plans for Census Week of Outreach Events)	20%	\$64,428.20	May 25, 2020
5	NRFU Plan	5%	\$16,107.05	May 25, 2020
6	Amended Strategic Plan	-	\$50,065	Upon County Approval
7	Final Report	5%	\$16,107.05	August 31, 2020
			Original Contract: \$322,141.00	

			Augment Funding: \$50,065	
			New Contract Total: \$372,206.00	

The City will become eligible for the funds described above following the satisfactory completion of each milestone outlined above. Prior to disbursement, the City must submit an invoice for reimbursement pursuant to Exhibit B, Section 1B

In no event shall the City request or be entitled to reimbursement from the County for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.

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

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

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

County of Los Angeles – Chief Executive Office

**500 W. Temple Street, Room 723
Los Angeles, CA 90012**

Attn: Avianna Uribe

2. BUDGET CONTINGENCY

A. It is mutually agreed that if the State's Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to the City or to furnish any other consideration under this Agreement, and the City shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the State's Budget Act for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County or offer an agreement to the City to reflect a reduction in the amount.

3. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the County disputes the Final Invoice or any item in the Final Invoice, the County shall provide written notice to the City describing the reason or reasons the County's disputes the Final Invoice, and the City shall be required to submit a corrected Final Invoice to the County no later than ten (10) calendar days after the date the City received the County's written notice.
- C. If the City fails to submit a corrected Final Invoice within the time required, or if the City's corrected Final Invoice fails to correct the disputed item, the County shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The County may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, Budget Detail and Payment Provisions Section 5.A above if the City fails to obtain prior written County approval of an alternate Final Invoice submission deadline.

EXHIBIT C
SPECIAL TERMS AND CONDITIONS

1. COPYRIGHT

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

2. DATA SECURITY

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

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

All financial, statistical, personal, technical, and other data and information relating to the County and/or State's operation that are designated confidential by the County and/or State and made available to City employee(s) in order to perform under this Agreement, or which become available to City employee(s) in performing under this Agreement, shall be protected by the City and the City employee(s) from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the County and 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 City and the City employee(s). If the methods and procedures employed by the Contractor and the City employee(s) for the protection of the City's and City employee(s)' data and information are deemed by the County to be adequate for the protection of the County and the State's confidential information, such methods and procedures may be used with the written consent of the County to carry out the intent of this paragraph. The City and the City 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 City or City employee(s)' possession, is independently developed by the City or the City employees outside the scope of this Agreement or is rightfully obtained from third parties.

This shall apply to City and 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. City 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 C-1. Also a Nondisclosure Certificate, Exhibit C-2, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to Census prior to being allowed such access.

4. 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.

4. 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).

5. LANGUAGE ACCESS

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

6. Background Checks

For anyone performing part of the Scope of Work for this Agreement (Including City'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), City must verify that the worker is not on any state or federal sex offender registry. City 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, City may access the U.S. Department of Justice's website (www.nsopr.gov) and/or the Federal Bureau of Investigation's website (www.fby.gov/scames-safety/registry).

EXHIBIT C-1

PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

1. For purposes of this Exhibit, the term "City" also includes City's officers and employees and Affiliates. The 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. City 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. City 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 County promptly if a security breach involving Confidential or Sensitive Information occurs or if City becomes legally compelled to disclose and 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, City 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 County; 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 applicable provisions of State and federal law using approved methods of confidential destruction.

16. Contractor agrees that the data 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 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.

EXHIBIT C-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 C-1 of Agreement Number AO-20-548, between the City of Long Beach, and the County of Los Angeles. 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 C-1. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: *Linda J. Tatum for* EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

Typed Name and Title: Thomas B. Modica, City Manager

Representing (give name of Contractor/Affiliate):

City of Long Beach

Date: *August 24, 2020*

APPROVED AS TO FORM
AUG. 20, 2020
CHARLES PARKIN, City Attorney
By *[Signature]*
ARTURO D. GANCHEZ
DEPUTY CITY ATTORNEY

EXHIBIT C, ATTACHMENT C-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 County of Los Angeles, its officers, employees, or agents (collectively referred to as "the County"), and 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, the County, 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, the County, 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, the County, and/or the State of California. I understand that this Release discharges Contractor Organization, the County, and the State of California from any liability or claim I may have against Contractor Organization, the County, 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, the County, and/or the State of California, whether caused by the negligence of Contractor Organization, the County, or the State of California, or as a result of my participation in the Activities. I will indemnify, defend, save and hold Contractor Organization, the County, 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, the County, 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 that 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 _____

Email _____

Emergency Contact Phone Number

SAMPLE WAIVER FORM to be completed and signed by Contractor's Jointists