



35453
SUBAWARD AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE CITY OF LONG BEACH
FOR
CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

AGREEMENT FOR CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

35453

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of JANUARY, 2020.

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

AND CITY OF LONG BEACH, a municipal corporation, hereinafter referred to as "City."

WITNESSETH

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

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

WHEREAS, the Parties have been authorized to execute an Agreement for the not to exceed amount of **\$322,141** for the Project.

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

A. APPROVED FUNDING AND PURPOSE

The County hereby grants to the City an amount not to exceed \$322,141 (Agreement Funds) which will be used to engage in Census 2020 education and outreach activities that focus on both geographic areas and demographic populations who are "least likely to respond." These areas and populations are commonly referred to as Hard-to-Count (HTC)." The terms "least likely to respond" and "HTC" are terms of art and are often used interchangeably. HTC or "least likely to respond" areas or populations are areas or populations, which based on multiple demographic, housing and socioeconomic variables factors, have been judged as difficult to enumerate by the California Department of Finance Demographic Research Unit. Activities carried out under the term of this Agreement shall achieve the following objectives:

B. OBJECTIVES

EDUCATE

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

5. Establish, manage, and announce locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations shall include neighborhood Census Action Kiosks (CAKs) and Questionnaire Assistance Centers (QACs). Both QACs and CAKs will provide physical locations with regular office hours where the public can comfortably and securely access information and complete the 2020 Census survey. QACs must be staffed with knowledgeable personnel that can provide language assistance to individuals with limited English proficiency.

MOTIVATE

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

ACTIVATE

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

C. APPLICABLE DOCUMENTS

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

EXHIBIT A – STATEMENT OF WORK

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

D. STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION

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

E. AGREEMENT TERM

The Period of Performance ("Term") of this Agreement will commence upon full execution of this Agreement through December 31, 2020. The City shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the County Contract Manager.

F. USE OF FUNDS

City must obtain written permission from County prior to using Agreement Funds for any activity not expressly included or provided for in this Agreement. Except as indicated in Section G below, goods and services purchased with Agreement Funds shall not have a useful life beyond the scope and time frame of the 2020 Census. Therefore, at no time shall Agreement Funds be used to secure property, computer hardware or software, copy machines, furniture, or any other non-consumable product.

City is further prohibited from using Agreement Funds for phone banking or otherwise placing calls (through robo calls or person-to-person calls) to individual households regarding the census.

City shall also review and adhere to all State guidelines and rules regarding the establishment and/or operation of CAKs/QACs.

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

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

1. Outreach activities/community events to educate and/or encourage HTC populations to complete Census questionnaire
2. Purchase of outreach materials (banners, bus wrap-arounds, flyers, etc.)
3. Distribution of collateral/flyers
4. Media outreach
5. Canvassing of HTC areas
6. Form-filling assistance
7. Pledge cards (creation and/or distribution)
8. Translation/interpretation services

G. PROMOTIONAL ITEMS

1. In general, promotional items (giveaways, sweepstakes prizes, incentives, etc.) with a value of \$25 or less may be purchased for census outreach. Any use of Agreement Funds for the purchase of any promotional item exceeding \$25 must be approved by the County in writing prior to purchase.
2. If City elects to use Agreement Funds to purchase gift cards and/or travel tokens/passes as promotional items for census outreach, City must possess, and make available to the County for inspection and copying upon County's request, records showing the establishment and implementation of appropriate internal controls of cash operations (including liquid assets such as gift cards and travel tokens/passes) to maintain the integrity of such items. Such internal controls must include but not be limited to, ensuring that one individual does not control all key aspects (receiving, reconciling, and recording, etc.) of such items.
3. The following are not eligible to receive any promotional items exceeding \$25 purchased with Agreement Funds:
 - a. Officials and employees of City and City related agencies;
 - b. Persons involved with or participated in the development and execution of any promotion or sweepstakes using Agreement Funds;

c. Members of the immediate families (defined as parents, children, siblings, spouse and life partners) of those identified in subparagraphs 3(a) and 3(b), of this Section.

4. All federal, state, local, and municipal laws and regulations shall apply.

H. FINANCIAL RECORDS

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

I. UNUSED OR MISUSED FUNDS OR PROPERTY

1. If there are any unused funds at the expiration or termination of the Agreement, City shall promptly return any such funds to the County.
2. City shall not purchase any property that is not authorized by County as part of the Project. The County reserves the right to take possession of any property purchased with misused County funds as determined by the County if City fails to make timely repayment of such County funds.
3. Nothing contained in this Section I shall limit or prevent the County from taking any and all action to seek repayment of unused County funds or County funds that were not used in accordance with the terms of this Agreement

J. TERMINATION

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

K. INDEMNIFICATION AND INSURANCE

1. Indemnification

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

2. Insurance

a. Crime Insurance

The City shall provide proof of a comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:

- (1) Dishonesty or fraudulent acts of officers, directors, or employees of the City, or
- (2) Disappearance, destruction or wrongful abstraction inside or outside the premises of the City, while in the care, custody, or control of the City, or
- (3) Forgery or from a directive to pay a certain sum in money.

L. CONFLICT OF INTEREST

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

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

M. AMENDMENTS

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

N. NOTICES AND APPROVALS

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

1. To the County: Chief Executive Officer
Attn: Avianna Uribe
Kenneth Hahn Hall of Administration, Room 723
500 West Temple Street
Los Angeles, CA 90012
2. To the City: Deputy City Manager
Attn: Kevin J. Jackson
Office of the City Manager
411 West Ocean Boulevard, 10th Floor
Long Beach, California 90802

O. NONDISCRIMINATION

The City shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the Funds paid to the City pursuant to this Agreement.

P. COMPLIANCE WITH THE LAW

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

Q. SEVERABILITY

If any provision of this Agreement, or the applicable thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that

can be given effect without invalid provision or application, and to this end the provisions of the Agreement are severable.

R. RIGHTS AND REMEDIES NOT EXCLUSIVE

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

S. ENTIRE AGREEMENT

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

T. EFFECTIVE DATE

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

U. ASSIGNMENTS AND SUBCONTRACTS

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

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

In the event City assign, delegates, or subcontracts its duties under this Agreement to an organization receiving, or scheduled to receive census outreach funds from County, City must demonstrate how the duties and/or obligations considered are separate and distinct and that such assignment or subcontract will serve to fill an existing gap in Census outreach.

V. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

City shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. City's violation of this paragraph of the Contract may constitute


a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

W. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

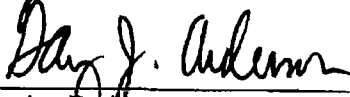
IN WITNESS WHEREOF, the City has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date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

CITY OF LONG BEACH

By: 
Thomas B. Modica
Interim City Manager, City of Long Beach

12/23/19
Date

APPROVED AS TO FORM FOR THE COUNTY FOR CITY OF LONG BEACH:
Charles Parkin

By: 
Charles Parkin
City Attorney

Dec. 20, 2019
Date

COUNTY OF LOS ANGELES

By: 
Sachi A. Hamal
Chief Executive Officer

1/8/2020
Date

APPROVED AS TO FORM FOR THE COUNTY:

Mary C. Wickham
County Counsel

By: 
Principal Deputy County Counsel

12/10/2019
Date

EXHIBIT A

RESPONSIBILITIES & REQUIREMENTS

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

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.	
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

1.6	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.
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 (not to exceed 5% of total allocation) • 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.
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
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 September 30, 2020.
Task 3 - Quarterly Written Reports	
3.0	Immediately upon contract execution, the City shall become responsible for providing written quarterly reports to the County. The quarterly written reports must include: <ul style="list-style-type: none"> • Information for SwORD data uploads, upon request by the County • Language access plan updates • Calendar and event updates

EXHIBIT A

	<ul style="list-style-type: none">• 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 - Final Report	
5.0	<p>A final report is due on August 31, 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

EXHIBIT B

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

BREAKDOWN OF PAYMENT

Total Allocation: \$322,141

	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	January 15, 2020
5	NRFU Plan	5%	\$16,107.05	April 15, 2020
6	Final Report	5%	\$16,107.05	August 31, 2020
			Total Contract: \$322,141.00	

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.