(ACT) – ACTION NEEDED
(INF) – INFORMATION ONLY
(DIS) – DISCRETIONARY

AGENDA

REGULAR MEETING OF THE CITY COUNCIL,
CITY OF NEEDLES, CALIFORNIA
TUESDAY, JANUARY 28, 2020
COUNCIL EXECUTIVE SESSION – **5:30 P.M.**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

THE 5:00 P.M. PORTION OF THE CITY COUNCIL MEETING WILL BE RECESSED BY THE CITY CLERK TO 5:30 P.M.

CALL TO ORDER Mayor Williams has requested an excused absence
ROLL CALL

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEM (A three-minute time limit per person has been established.)

RECESS TO EXECUTIVE SESSION

a) Conference with real property negotiator pursuant to Government Code §54956.8: Agency negotiator City Manager Rick Daniels or his designee. Negotiating Parties are the City of Needles as the potential seller and Needles Marina Resort Inc. as the potential buyer of the property described as a 4.94 acre leased land parcel, developed with a 42 lot portion of a mobile home park generally located at the northeast corner of Marina Drive and River Road, APN 0186-021-06. Under negotiations are the price and terms

EXECUTIVE SESSION – Report by City Attorney

CALL TO ORDER Mayor Williams has requested an excused absence
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
CONFLICT OF INTEREST
CORRESPONDENCE
INTRODUCTIONS
CITY ATTORNEY Parliamentary procedures

As a courtesy to those in attendance, we would ask that cell phones be turned off or set in their silent mode. Thank you.

PUBLIC APPEARANCE – Persons wishing to address the City Council on subjects other than those scheduled are requested to do so at this time. When addressing the Council, please come to the podium and give your name and address for the record. In order to conduct a timely meeting, a three-minute time limit per person has been established by Municipal Code Section 2-18. Amendments to the California Government Code Section 54950 prohibits the City Council from taking action on a specific item until it appears on the agenda.

PUBLIC HEARING

1) Public hearing noticed to consider all evidence and testimony for or against approval of the Annual Account of Development Impact Fees for Fiscal Year 2019
   - Staff Report
   - Council Questions of Staff
   - Mayor to open the public hearing
   - Public Comment
   - Mayor to close the public hearing
   - Council Discussion / Deliberation
   - Approve the Annual Account of Development Impact Fees for Fiscal Year 2019 (ACT)

REGULAR ITEMS

2) Rescind the action taken by Council at their January 14 Council meeting regarding the Measure I Street Improvements Bid Award and reject all bids for the Measure I Street Improvements **AND** the First Year Street Improvements and authorize staff to re-bid both projects immediately (ACT)

3) Authorize Councilmember Gudmundson to attend the San Bernardino Regional Business Summit State of the County to be held February 5 at the Toyota Arena, Ontario, CA. (ACT)

4) Ratify the action taken by the City Manager who executed a contract between the City of Needles and San Bernardino County Administrative Office to accept allocated funds from the California Complete Count Census 2020 (ACT)

5) State of Emergency Debriefing on the water system damages that began on Tuesday, January 21, 2020 (INF)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

Councilmember Gudmundson
Councilmember Terral
Councilmember Evans
Vice Mayor Paget
Councilmember Belt
Councilmember Longacre
Mayor Williams

ADJOURNMENT

INTERNET ACCESS TO CITY COUNCIL AGENDAS AND STAFF REPORT MATERIAL IS AVAILABLE PRIOR TO CITY COUNCIL MEETINGS AT

http://www.cityofneedles.com

Posted: January 24, 2020

SB 343-DOCUMENTS RELATED TO OPEN SESSION AGENDAS -- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City Clerk's Office, 817 Third Street, Needles, CA 92363.

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (760) 326-2113 ext 145. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-104 ADA Title II).

I hereby certify, under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the front entrance of City Hall not less than 72 hours prior to the meeting.

Dated this 24th day of January 2020.

Dale Jones

Dale Jones, CMC, City Clerk

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: January 28, 2020

Title: City of Needles Public Hearing for Annual Account of Development Impact Fees for FY 19

Background: AB 1600 requires that both general law and charter cities account for every development impact fee that they collect under its terms. Funds collected for each capital facility or service shall be deposited in a separate fund and not comingled with any other funds. While the funds are accruing for individual capital facilities, the city must keep track of each fund and provide an annual report.

Following are the balances as of 06/30/19:

NORTH NEEDLES

$69,935	Circulation System
$ 0	Parkland Acquisition & Facilities
$28,223	Water Source Storage & Distribution
$17,957	Wastewater Collection System

SOUTH NEEDLES

$16,362	Circulation System
$ 166	Parkland Acquisition & Facilities
$26,742	Water Source Storage & Distribution
$10,728	Wastewater Collection System

A Public Hearing is being held today for open discussion and any additional questions regarding these balances.

Fiscal Impact: Planned projects for the current fees include the completion of the Pavement Management Plan $42,000

Recommendation: **Approve the Annual Accounting for Fees report**

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: Rick **Date:** 1/23/2020

Approved:☐ Not Approved:☐ Tabled:☐ Other:☐

Agenda Item: 1

CITY OF NEEDLES
Annual Accounting for Developer Impact Fees
FY 2019

DESCRIPTION OF FEES COLLECTED:

Circulation (streets, signals and bridges) System:
The development of property in the affected territory will generate additional vehicle travel. This traffic will create a need for expansion of existing streets and bridges to accommodate increased traffic from residential and other new development. Additionally, traffic signals and related facilities will need to be installed and maintained to accommodate the signals and related facilities will need to be installed and maintained to accommodate the increased level of service on new and existing roadways. Pursuant to Article 11, Section 7 of the California Constitution, the City is empowered to enact measures that protect the health, safety and welfare of its citizens.

Water Source, Storage and Distribution System:
The development of any property in the affected territory will generate the need for additional water source, storage and distribution system capacity. Without such additional system capacity, new development will be adversely impacted in the affected territory. As a result, additional water facilities will be needed to accommodate new development. Pursuant to Article 11, Section 7 of the California Constitution, the City is empowered to enact measures that protect the health, safety and welfare of its citizens.

Wastewater Collection System:
The development of any property in the affected territory will generate the need for additional wastewater collection system and mandated connection to that system. Without such additional wastewater collection system capacity, new development will be adversely impacted in the affected territory. As a result, additional wastewater collection facilities will be needed to accommodate new development. Pursuant to Article 11, Section 7 of the California Constitution, the City is empowered to enact measures that protect the health, safety and welfare of its citizens.

Park Land Acquisition and Facilities Development:
The development of residential property in the affected territory will generate a need for additional park land acquisition and facilities development to maintain the current level of service. The City may impose by ordinance a requirement for the payment of fees to pay for the actual or estimated costs of acquiring and constructing park and recreation facilities. Pursuant to Article 11, Section 7 of the California Constitution, the City is empowered to enact measures that protect the health, safety and welfare of its citizens.

PROPOSED IMPROVEMENTS AND DATE IMPROVEMENTS WILL COMMENCE:

Projects to be completed in FY 2020:

Pavement Management Master Plan
North - $32,760
South - $9,240
Project balance, started in FY 19

Request for Council Action
City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA ☐ RDA ☒ Regular ☐ Special

Meeting Date: January 28, 2020

Title: Rescind the vote regarding the Measure I Street Improvements bid award (Agenda Item 15 on the January 14, 2020) City Council Agenda. Reject all bids for both Measure I Street Improvements and First Year Street Improvements. Direct staff to re-bid both the projects immediately.

Background: On 12/04/2019 the Measure I Street Improvements was placed out to bid. Asphalt Patching & Overlay, Slurry Seal & Striping & Crack Seal. The City received in response to the bid 3 bid submittals.

After reviewing the Measure I Street Improvements bid documents together, staff has concluded that there was a mathematical error made when preparing the staff report for the January 14, 2020 City Council Agenda as well as, mathematical errors in the bid documents of the First Year Street Improvements project.

Fiscal Impact: **None**

Recommendation: Rescind the vote regarding the Measure I Street Improvements bid award (Agenda Item 15 on the January 14, 2020) City Council.

Reject all bids for both Measure I Street Improvements and First Year Street Improvements.

Direct staff to re-bid both the projects immediately.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: RICK **Date:** 1/23/2020

Approved: ☐ **Not Approved:** ☐ **Tabled:** ☐ **Other:** ☐

AGENDA ITEM: 2

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: January 28, 2020

Title: San Bernardino Regional Business Summit State of the County

Background: Councilmember Gudmundson has expressed interest in attending the San Bernardino Regional Business Summit State of the County to be held February 5 at the Toyota Arena, Ontario, CA.

Fiscal Impact: Summit registration is $50.00 plus mileage. General Fund travel per diem account 2019-2020 budget

Recommendation: Authorize Councilmember Gudmundson to attend the San Bernardino Regional Business Summit State of the County to be held February 5 at the Toyota Arena, Ontario, CA.

Submitted By: City Clerk

City Management Review: Rick **Date:** 1/24/2020

Approved:☐ Not Approved:☐ Tabled:☐ Other:☐

Agenda Item: 3

PLATINUM SPONSOR

ONTARIO INTERNATIONAL AIRPORT

GOLD SPONSORS

SAN BERNARDINO COUNTY | Workforce Development Board

SILVER SPONSORS

Athens Services

G/M Business Interiors
"Elevate your Workplace" ™

YOU'RE INVITED TO ATTEND THE PREMIERE BUSINESS EVENT OF THE YEAR.

REGIONAL BUSINESS SUMMIT
FEBRUARY 5

Join more than 1,000 business, government and community leaders to learn how the County and its businesses are transforming to capitalize on future opportunities. This year's event we recognize the County's economic strength, business growth and innovative ideas that are transforming the region.

Don't miss out on one of the largest regional business events in the Inland Empire.

PROGRAM AGENDA

Pre-Event NAIOP Panel

Market leaders will discuss how the County's socio-economic progress has influenced its current business plans and future real estate strategies.

3:30 PM – 4:00 PM Check in/Registration
4:00 PM – 5:20 PM NAIOP Panel Discussion

Main Event

4:30 PM – 5:30 PM Check in/Registration
5:30 PM – 6:00 PM General Program
6:00 PM – 8:00 PM Networking Session
Hors d'oeuvres provided | Cash Bar

COST $50.00 PER PERSON

TOYOTA ARENA - 4000 ONTARIO CENTER - ONTARIO, CA 91764

REGISTER NOW!
SELECTSBCOUNTY.COM

BRONZE SPONSORS

HILLWOOD
A PEROT COMPANY

AMR
AMERICAN MEDICAL RESPONSE

CBRE

Charter Spectrum

KAISER PERMANENTE

INLAND NEWS GROUP
INLAND VALLEY DAILY BULLETIN
REDLANDS DAILY FACTS · THE SUN
A DIVISION OF SOUTHERN CALIFORNIA NEWS GROUP

PRA GLOBAL

IE HP
A Public Entity
Inland Empire Health Plan
www.iehp.org

MAJESTIC REALTY CO

NATIONAL COMMUNITY CORE RENAISSANCE

WATSON LAND COMPANY

IN-KIND SPONSOR

TOYOTA ARENA

GRESHAM SAVAGE
ATTORNEYS AT LAW

IEBJ
iebizjournal.com

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: January 28, 2020

Title: Contract between the City of Needles and San Bernardino County Administrative Office to accept allocated funds from the California Complete Count Census 2020

Background: In order to accept the funds allocated to assist the city with the 2020 Census, the City has to enter into an agreement with the County of San Bernardino. The total amount allocated to Needles is $11,003. The Complete Count Committee (CCC) has planned an event for Monday, January 27 however in order to request reimbursement for costs associated with the event the contract had to be signed.

Critical Timeline: Prior to January 27, 2020

Fiscal Impact: None

Recommendation: Ratify the action taken by the City Manager who executed a contract between the City of Needles and San Bernardino County Administrative Office to accept allocated funds from the California Complete Count Census 2020

Submitted By: City Clerk

City Management Review: Rick **Date:** 1/24/2020

Approved:☐ Not Approved:☐ Tabled:☐ Other:☐

Agenda Item: 4

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

_____

SAP Number

_____

San Bernardino County
Administrative Office

Department Contract Representative	Danette Tealer
Telephone Number	909.387.5420
Contractor	
Contractor Representative	
Telephone Number	
Contract Term	January 24 through September 30, 2020
Original Contract Amount	$11,003
Amendment Amount	
Total Contract Amount	$11,003
Cost Center	1100001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino, hereafter referred to as "County," desires census outreach activities; and

WHEREAS, County has been allocated funds by California Complete Count Census 2020 to provide such services; and

WHEREAS, County finds *City of Needles, hereafter referred to as "Contractor," qualified to provide census outreach activities; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I. DEFINITIONS 3
II. PURPOSE 4
III. BACKGROUND 5
IV. CONTRACTOR SERVICE RESPONSIBILITIES 5
V. CONTRACTOR GENERAL RESPONSIBILITIES 7
VI. COUNTY RESPONSIBILITIES 13
VII. FISCAL PROVISIONS 13
VIII. RIGHT TO MONITOR AND AUDIT 14
IX. CORRECTION OF PERFORMANCE DEFICIENCIES 15
X. TERM 16
XI. EARLY TERMINATION 16
XII. GENERAL PROVISIONS 16
XIII. CONCLUSION 19

ATTACHMENTS

ATTACHMENT A – MONTHLY REPORT

I. DEFINITIONS

A. California Complete Count Committee (CCC) – The committee is an advisory panel that helps to develop, recommend, and assist in the administration of a Census outreach strategy to encourage full participation in the 2020 Census.

B. Census Bureau – An agency within the U.S. Department of Commerce and the preeminent statistical collection and dissemination agency in the United States. The Census Bureau conducts approximately 200 different annual surveys in addition to the decennial census of the U.S. population and publishes a wide variety of statistical data about people, housing, and the economy of the nation.

C. Census Champion – A trusted messenger who is recommended by a local community organization, institution, or agency involved in census outreach. Selected volunteers are required to complete Census 2020 training and participate in meetings or webinars to be equipped to disseminate accurate and up-to-date information to community members, collect pledge cards, aid peers in filling out the census form, and serve as Census spokespersons.

D. Get Out The Count (GOTC) – Collaborative organizing campaign featuring the nonprofit and public sectors, community based organizations and other partners to educate communities about the importance of and to maximize participation in Census 2020.

E. Hard To Count (HTC) – Groups or populations who historically have not responded well to the decennial census questionnaire, or are expected to be undercounted, hard to locate/reach or persuade for purposes of Census 2020 completion. HTC populations include, but are not limited to:

- Racial/Ethnic minorities,
- Immigrants and Refugees,
- People with disabilities,
- Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQIA+),
- Seniors/Older Adults,
- Children Ages 0 – 5,
- Veterans,
- Areas with low broadband subscription rates and limited or no internet access,
- Households with low income or limited English proficiency,
- Farm-workers and rural residents,
- Renters, and
- Those who are homeless or have unstable/nontraditional housing.

F. Household (HH) – A person or group of people who occupy a housing unit as their usual place of residence. The number of households equals the number of occupied housing units in a census.

G. Inland Empire Complete Count Committee (IECCC) – The IECCC seeks to coordinate efforts and link services to streamline the work of various stakeholders and meet the County's 2020 Census goals. Stakeholders encompass the public, non-profit and for-profit sectors from both San Bernardino and Riverside counties, include organizations that represent each state's identified HTC communities, and are considered trusted messengers. The goal of the IECCC is to increase the HTC population response rate in the Inland Empire via information sharing, education outreach, and coordination of work to avoid duplication.

H. Limited English Proficiency (LEP) – Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be considered limited English proficient. These individuals may be entitled to language assistance with respect to a particular type or service, benefit, or encounter. Executive Order 13166 states that people who are LEP should have meaningful access to federally conducted and federally funded programs and activities.

I. Outreach Plan – The Contractors' plan describing how and when outreach activities will be provided for the 2020 Census.

J. Pledge Card – Written commitments collected by trusted messengers in their communities which allow residents to opt into future communications through mail, phone, texts, or email. All residents who have opted into future communications will receive two (2) contacts, one before self-reporting begins and one during the months of March and April 2020 while census is live. Pledge card drives will begin in July 2019 with a concentrated push and continue until February, 2020.

K. Privacy Act – The Privacy Act of 1974 requires that each federal agency advise respondents of their rights. Specifically, each respondent must know under which law the information is being collected, how the information will be used, whether he or she must answer the questions, and the consequences of not answering.

L. Questionnaire Assistance Center (QAC) – Staffed location where local residents can get support for census questionnaire completion in multiple languages. QACs can be established at a public venue such as a library, school or post office, and house staff who can provide support to local residents for census questionnaire completion in multiple languages. The QACs must be targeted in the HTC communities, deliver trustworthy information, be culturally and linguistically competent, provide questionnaire assistance and options for self-respondents, and address barriers to promote complete self-response.

M. Self-Response – When a household completes and returns the census questionnaire in a timely manner via internet, mail, or phone, directly to the Census Bureau without requiring a census worker to visit in person to obtain a response. Self-response will be available online from March 12, 2020 through April 30, 2020.

N. Statewide Outreach and Rapid Deployment (SwORD) – An interactive mapping portal to foster data sharing, coordination and collaboration to help identify language gaps and redundancies. SwORD will be utilized to identify and locate hard-to-count populations and the languages that need to be covered in the region and enable partners to upload data and information to identify where outreach occurred. Partners will be able to see where gaps in services exist locally and regionally, as well as resources such as libraries, community centers, and businesses.

O. Title 13 (US Code) – The collection of laws under which the Census Bureau operates. This law guarantees the confidentiality of census information and establishes penalties for disclosing this information. It also provides the authorization for conducting census in Puerto Rico and the Island Areas.

P. Trusted Messengers – An individual who is well-integrated in his or her community and has a history of volunteering there. These individuals communicate clearly and persuasively within their institutions and circles of influence, and are able to bring others on board to commit to completion of Census 2020 goals.

II. PURPOSE

Large portions of the County of San Bernardino have historically been hard to count or are anticipated to be less likely to respond due to the current political climate. In order to ensure a thorough count of all residents in Census 2020, the County strives to work with trusted community partners to educate, motivate, and activate residents in participating in the census. The County will collaborate with cities and local community-based organizations to inform the general public of the importance of completing the census questionnaire. Critical to this goal is to avoid duplication, identify outreach gaps and fill them accordingly. Contractor will implement outreach to encourage full participation and avoid an undercount as stated in the Governor's Executive Order B-49-18. The County's vision is to ensure that HTC communities and populations in the County are accurately counted in the 2020 Census, thereby achieving the highest self-response rate possible for California.

III. BACKGROUND

The U.S. Constitution requires the federal government to count all people residing in the United States through a national census every ten (10) years, to ensure equal representation and fair allocation of government resources. The next National Census Day is April 1, 2020. The results of the census serve to assist in important community decisions like where to build homes, parks, schools, and roads and

where to offer health, childcare, and transportation services. Businesses also rely on census data to determine where to open facilities, what products to develop, and how to market their services.

California has historically been the hardest-to-count state in the nation. In 2016, about 75% of all Californians belonged to one or more groups that tend to be undercounted. The County of San Bernardino is home to many of these hard to count groups. Approximately 34% (or 717,591 people) of census tracts in the County are likely to be very hard to count, according to Census Bureau estimates that draw on demographic characteristics and historical trends.

- 20.9% of residents are foreign born
- 41.1% speak a language other than English at home
- 7.3% of children are under 5 years old
- 7.6% of persons have a disability
- 14.5% of residents are at or below the federal poverty rate

The County will not only face challenges from HTC populations that are least likely to respond to the census but also from a growing distrust in government, including the following challenges: the concern over whether a citizenship question may be reinstated might discourage immigrants who are facing an uncertain climate; an online survey that has security challenges and poses barriers for vulnerable communities and populations without digital access and computer literacy; and concerns about what the census data will be used for and whether it will remain confidential.

Undercounting the population could have significant and negative impacts not only for San Bernardino County, but the State of California in terms of federal funding for critical community programs, representation at all levels of government, and data used for decision-making across sectors. If segments of the County are not counted in 2020, their voices may not be fully considered when making important budget, program and policy decisions.

In July 2018, the County began collaborating with Riverside County, University of California (UCR), the non-profit sector, and other stakeholders to begin 2020 Census activities and create a strong, community based Complete Count Committee. Self-response will be available online from March 12, 2020 through April 30, 2020. Beginning in May, the Census Bureau will begin sending enumerators out door-to-door to count people who did not self-respond.

IV. CONTRACTOR SERVICE RESPONSIBILITIES

A. All activities provided by the Contractor will require, but may not be limited to:
   1. Updating SwORD in a timely manner to identify activities completed in HTC areas such as:
      a. Name of event,
      b. Type of event (e.g., QACs, meeting, public event, hiring event, etc.),
      c. Type of activity (e.g., email or text contact, distribution of pledge cards, etc.),
      d. Local Media outreach (e.g., ethnic radio/television spots, culturally and linguistically appropriate flyers, local ethnic newspapers/flyers, etc.), and
      e. Result of event;
   2. Collaborating with County partners and organizations who have conducted pledge card drives to direct residents to QAC locations;
   3. Being culturally and linguistically competent and responsive to a rapidly changing climate;
   4. Providing outreach activities that are not duplicated;
   5. Identifying demographic and geographic service gaps; and
   6. Using a grassroots approach that is community-based and led.

B. Contractor must complete background checks on all employees.

C. Monitoring methods may include, but are not limited to:
   1. Review of reports drawn from SwORD and other reporting databases; and
   2. Review of monthly reports (Attachment A) from Contractor.

D. An Outreach Plan must be submitted to the County within thirty (30) days of contract execution. The County Census Representative will review and approve the submitted Outreach Plan prior to initiation of outreach activities. Other outreach activities as described in Contractor's Outreach Plan may be approved by the County Census Representative.

E. Contractor shall adhere to the requirements outlined by the State within the QAC/QAK Guide for Contracted Outreach Partners, which shall be provided to Contractor by the County Census Representative following execution of the Contract.

F. **QUESTIONNAIRE ACTION CENTERS (QACs)**

Contractors will manage, staff, organize and set up QACs at a variety of accessible locations, providing necessary technology and infrastructure that meets IT and security requirements as outlined by the County.

1. QACs will provide access and support to residents in completing the Census 2020 questionnaire. This will include:
   a. Information on census process, timeline, and other details.
   b. Language access through in-person interpretation, phone assistance, and glossaries/guides. Individuals requesting assistance in completing forms should be directed to the response option that best suits their needs (e.g., online, mail/paper, or phone, if language or vision assistance is needed for instance).
   c. Location access in areas that are convenient for residents and are reachable by public transportation.
   d. Contractors may, subject to the Census Bureau's permission and brand guidelines, co-brand materials using the 2020 Census official tagline and logo on certain outreach materials to promote the 2020 Census. Use of the Census Bureau's 2020 Census logo to imply that the Contractor in any way represents the Census Bureau is unauthorized.
   e. Assistance and clarification in accessing and completing questionnaire in residents' preferred modality (e.g., paper, online, or phone). Unless they are sworn employees of the U.S. Census Bureau, contractor staff must not:
      i. Imply affiliation with, representation of, or employment by the U.S. Census Bureau; or
      ii. Enter or watch the individual enter responses for them or collect responses to later enter into the Census Bureau's 2020 response site. If assistance is still requested with online response, staff must inform the individual that he or she is not a sworn Census Bureau employee and therefore answers are not protected by law until received by the Census Bureau.
   f. Digital access in the form of dedicated device(s) securely connected to the internet. Devices must:
      i. Be made available at an event or other public location such as, but not limited to, a community center, place of worship, library, or senior center;
      ii. Have the latest software updates installed, including one of the most recent versions of the following Internet browsers: Internet Explorer, Edge, Chrome, Safari, Firefox, and Samsung Native browser;
      iii. If using wireless connection (WiFi), the WiFi network must be password-protected;
      iv. Not use any kind of creative interface for the 2020 Census response Web site. Instead, devices should link directly to 2020census.gov; and
      v. Follow best practices, located on the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency's Website, to secure devices and networks.
2. QACs will launch prior to April 1, 2020, National Census Day, and are to be staffed at the following weekly quotas, unless otherwise approved by the County:
   a. March 2020: 20 to 30 hours per week

b. April 2020: 20 to 30 hours per week

3. Exact technological resources, services, and staffing plan should be proposed by applicants based on ability and needs of local residents.
4. Contractor shall:
   a. Participate in County-sponsored training;
   b. Use HTC and language proficiency data to target populations;
   c. Provide accessible and culturally competent materials to publicize QAC locations, and implement additional strategies to ensure services are utilized; and
   d. Provide monthly reports (Attachment A) with detailed metrics on the number and characteristics of residents who accessed support as well as the types of support provided, including, but not limited to:
      i. Number of QAC locations implemented;
      ii. Number of residents receiving hands-on, in-person support to complete Census forms online or via paper copy;
      iii. Number of Full Time Employees supporting number of hours of operation per week in March and April during the self-response period;
      iv. Outreach plan publicizing QAC locations and services, including use of local media, social media, and Trusted Messengers/Census Champions; and
      v. Noted issues, limitations or obstacles should be shared within one (1) business day.

G. PLEDGE CARDS

Contractors will collect resident contact information via Pledge Cards using existing experience delivering public education and services where residents gather (e.g., schools, churches, or house visits). Contractor shall:

1. Use approved messaging and materials, including CensusIE pledge card.
2. Identify and train at least one (1) Census Champion for every 250 pledge cards collected. Census Champions must:
   a. Be active in their communities and recommended by a local community organization, institution, or agency involved in census outreach;
   b. Successfully complete an application and other possible requirements as indicated by the County and its partners (TCF);
   c. Complete Census 2020 training as approved by the County and its partners (TCF);
   d. Participate in monthly webinars/meetings to ensure that information provided to communities remains accurate and up-to-date; and
   e. Return to outreach locations to provide census updates and additional resources.
3. Collect unduplicated CensusIE Pledge Cards, which must include a name and an opt-in to future communication, and could include an address, email, and/or telephone number.
4. Ensure residents who have opted into future communications via pledge cards receive a follow-up mail, text, or email reminder in March 2020 to maintain communication and a Get Out the Count (GOTC) via the preferred communication method during the months of March and April.

V. CONTRACTOR GENERAL RESPONSIBILITIES

A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations. By signing this Contract, Contractor certifies that:

1. Neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and

4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (https://www.sam.gov). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section IX of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.

C. Without the prior written consent of the Chief Executive Officer (CEO) of the County, this Contract is not assignable by Contractor either in whole or in part.

D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.

E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

G. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the CEO of the County. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph Z of this

Section V. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs U and V of this Section V.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.

I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.

K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within five (5) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all reasonable costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

N. Contractor shall notify the County of all upcoming meetings of the City Council or other governing party and shall keep the County apprised of any and all actions taken by its City Council which may impact on the Contract. City Council minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Council meetings during the term of this Contract.

O. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

P. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

Q. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

R. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

S. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

T. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

U. Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

V. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification

a. The Contractor agrees to indemnify, defend and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its negligent acts or omissions in performing its obligations under this Contract.

b. The County agrees to indemnify and hold harmless the Contractor, its officers, agents and volunteers from any and all claims, actions or losses, damages and/or liability resulting from the County's negligent acts or omissions in performing its obligations under this Contract.

c. In the event the County and Contractor are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Contract, the County and Contractor shall each indemnify the other to the extent of its comparative fault or negligence.

2. Insurance

a. County and Contractor are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms and conditions of this Contract.

b. Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage

provided shall not prohibit the Contractor, its employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of against the County.

W. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

X. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

Y. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. The policies and procedures must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, and complaints of discrimination. Contractor is required to maintain Civil Rights policies and procedures for the duration of the Contract.

Z. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

AA. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).

BB. If the amount available to Contractor under this Contract, as specified in Section VII, Paragraph A, exceeds $100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).

CC. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

DD. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

EE. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

FF. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the (*appropriate dept.) Director or their designee, and shall include County approved branding.

GG. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (https://www.documents.dgs.ca.gov/pd/poliproc/IRAN%20CONTRACTING%20ACT.pdf) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

HH. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

VI. COUNTY RESPONSIBILITIES

County shall:

A. Provide training for QAC staff and supporting materials on Census 2020 process and the questionnaire.
B. Share/publicize information about QACs.
C. Furnish State QAC kits for each of the languages identified in Scope of Work.
D. Provide weekly tracking and reporting tools.
E. Authorize electronic database and platform access, such as for SwORD.
F. Administer applications, training, gear, and monthly webinars for Census Champions selected by Contractors.
G. Provide CensusIE pledge cards.

VII. FISCAL PROVISIONS

A. The maximum amount of payment under this Contract shall not exceed $11,003, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as

provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

B. Contractor's payment will be paid in five (5) installments as follows:
   1. One initial start-up payment of $6,601.80 (Sixty percent (60%) of total contract amount) will be paid once Contract is finalized and a complete invoice is received and approved by the CEO's County Census Representative; and
   2. Four (4) installments of $1,100 (Ten percent (10%) each of the remaining contract amount), not to exceed the overall contract amount will be paid upon receipt and approval of the Monthly Report (Attachment A).
   3. The Monthly Report shall be submitted to the CEO's County Census Representative within five (5) County business days of the end of each month.
   4. The Monthly Report shall outline the completion of deliverables which meet project benchmarks as determined and approved by the County Census Representative.

C. Monthly reports shall be submitted to:

County Administrative Office
Attn: Danette Tealer, County Census Representative
385 N. Arrowhead Avenue
San Bernardino, CA 92415

D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VIII. RIGHT TO MONITOR AND AUDIT

A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.

B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.

D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives

for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit. The County's request for an audit by the Contractor, the cost of which will be the responsibility of the Contractor, will only be made in the event that the County is required by the State or Federal request to provide this audit information.

G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending $750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.

IX. CORRECTION OF PERFORMANCE DEFICIENCIES

A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.

B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.

1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or

2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

3. Withhold funds pending duration of the breach; and/or

4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or

5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statue or otherwise. The election of any one (1)

or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

X. TERM

This Contract is effective as of January 24, 2020 and expires September 30, 2020, but may be terminated earlier in accordance with provisions of Section XI of the Contract.

XI. EARLY TERMINATION

A. The County may terminate the Contract immediately under the provisions of Section IX, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The CEO of the County is authorized to exercise the County's rights with respect to any termination of this Contract.

B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

XII. GENERAL PROVISIONS

A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: City of Needles
817 Third street
Needles, CA 92363

County: County Administrative Office
Attn: Danette Tealer
385 N. Arrowhead Avenue
San Bernardino, CA 92415

B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

D. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within

twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

E. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars ($500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.

F. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.

G. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

H. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section X, Term. Unless otherwise directed by County, Contractor may retain copies of such items.

I. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

J. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

K. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

L. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court

located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

M. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

N. The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.

O. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.

P. The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:

1. Such governmental body does not have and will not have in force any other contract for like purchases.

2. Such governmental body does not have under consideration for award any other bides or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

XIII. CONCLUSION

A. This Contract, consisting of nineteen (19) pages and Attachment A state designation of attachments if applicable, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.

B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

C. IN WITNESS WHEREOF, the County of San Bernardino and Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

► _____

Laurie Rozko, Director of Purchasing

Dated: _____

CITY OF NEEDLES
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name RICHARD A. DANIELS
(Print or type name of person signing contract)

Title CITY MANAGER
(Print or Type)

Dated: 1/23/20

Address 817 THIRD ST
NEEDLES, CA 92363

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
Penny Alexander-Kelley, Chief Assistant County Counsel		
Date _____	Date _____	Date _____

SAN BERNARDINO COUNTY

CENSUS 2020
MONTHLY REPORT

AGENCY: **REPORT MONTH/YEAR:**

CONTRACT #:

MONTHLY TOTALS:

Questionnaire Assistance Centers (QACs):

1. Total number of outreach hours _____
2. Total number of residents who received support _____

Pledge Card Drives:

1. Total number of events _____
2. Total number of pledge cards received _____
3. Total number of Census Champions in attendance _____
4. Total number of residents who pledged to received follow up contact _____
5. Total number of residents who received follow up contact _____

Additional Information:	
1. Describe any obstacles or challenges encountered during the reporting month and whether they have been reported to the County:	
2. Indicate how the Statewide Outreach and Rapid Deployment (SwORD) system was utilized to plan and coordinate outreach activities:	
3. Provide an example of a successful outreach effort made during the reporting month (do not use any personally identifiable information, e.g. client name, DOB, etc.):	
Submitted by:	Date: Click or tap to enter a date.
Title:	Phone Number:

This report is due by the 5th county business day of each month, following the report month.
Send the report via email to: danette.tealer@cao.sbcounty.gov

SAN BERNARDINO COUNTY

CENSUS 2020
MONTHLY REPORT

Questionnaire Assistance Centers (QACs) – Outreach Location

Name: Address:

Type of Location: Date: Hours:

Number of Employees: Number of Volunteers:

Languages: Vision Assistance: ☐ Yes ☐ No Hearing Assistance: ☐ Yes ☐ No

Devices Used for Self-Reporting: ☐ Computers ☐ Tablets ☐ Other

Outreach Medium: ☐ Census Champion ☐ Flyer ☐ Newspaper ☐ Radio ☐ Social Media ☐ Television ☐ Trusted Messengers ☐ Other

---

Name: Address:

Type of Location: Date: Hours:

Number of Employees: Number of Volunteers:

Languages: Vision Assistance: ☐ Yes ☐ No Hearing Assistance: ☐ Yes ☐ No

Devices Used for Self-Reporting: ☐ Computers ☐ Tablets ☐ Other

Outreach Medium: ☐ Census Champion ☐ Flyer ☐ Newspaper ☐ Radio ☐ Social Media ☐ Television ☐ Trusted Messengers ☐ Other

---

Name: Address:

Type of Location: Date: Hours:

Number of Employees: Number of Volunteers:

Languages: Vision Assistance: ☐ Yes ☐ No Hearing Assistance: ☐ Yes ☐ No

Devices Used for Self-Reporting: ☐ Computers ☐ Tablets ☐ Other

Outreach Medium: ☐ Census Champion ☐ Flyer ☐ Newspaper ☐ Radio ☐ Social Media ☐ Television ☐ Trusted Messengers ☐ Other

---

Name: Address:

Type of Location: Date: Hours:

Number of Employees: Number of Volunteers:

Languages: Vision Assistance: ☐ Yes ☐ No Hearing Assistance: ☐ Yes ☐ No

Devices Used for Self-Reporting: ☐ Computers ☐ Tablets ☐ Other

Outreach Medium: ☐ Census Champion ☐ Flyer ☐ Newspaper ☐ Radio ☐ Social Media ☐ Television ☐ Trusted Messengers ☐ Other

SAN BERNARDINO COUNTY

CENSUS 2020
MONTHLY REPORT

Pledge Card Drives – Event or Outreach Location

Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:

Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:

Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:

Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:

FIGURE 7.1
CITY OF NEEDLES
EXISTING CULINARY SYSTEM

JUNE 2019

WELL 10
(ABANDONED)

WELL 15

WELL 8

WELL FIELD

WATER TREATMENT FACILITY

WELL 11

WELL 12 (GOLF
COURSE USE ONLY)

L STREET PUMP
STATION

CHESNEY'S PRESSURE
REDUCING VALVES

LILLYHILL
PUMP STATION

PARKWAY HIGH
ZONE TANKS

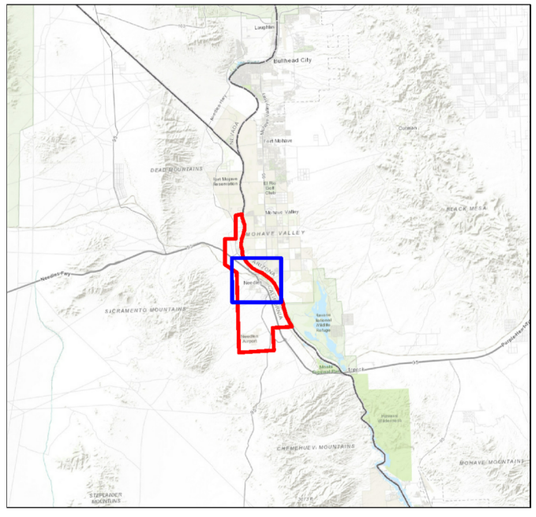
CLARY DRIVE
LOW ZONE TANKS

LEGEND

- 6-INCH PIPE
- 10-INCH PIPE
- 12-INCH PIPE
- 16-INCH PIPE
- LOW ZONE
- HIGH ZONE
- REDUCED ZONE
- WELL FIELD

0 2000 4000
FEET

VICINITY MAP



epic ENGINEERING

City of Needles, California
Request for City Council Action

☐ CITY COUNCIL ☒ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: January 28, 2020

Title: State of Emergency Debriefing

Background: Council debriefing on the water damage that began on Tuesday, January 21, 2020

Fiscal Impact: Staff will return with an outlined financial plan

Recommended Action: No action required at this time

Submitted By: Rainie Torrance

City Management Review: Rick **Date:** 1/23/2020

Approved:☐ Not Approved:☐ Tabled:☐ Other:☐

Agenda Item: 5