

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:
2019-12-10-1501

1. This Agreement is entered into between the City of Stockton ("City") and El Concilio ("Contractor") to provide Census 2020 Outreach Services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: 12-10-2019 Terminates on: 12-31-2020

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 323,857

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms and Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

El Concilio

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date

Mr. Jose R. Rodriguez, President and Chief Executive Officer

Printed Name and Title of Person Signing

445 N San Joaquin Street, Stockton, CA 95202

Address

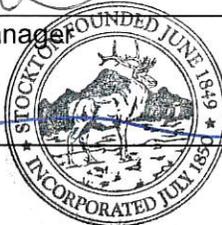
CITY OF STOCKTON

Laurie Montes, Interim City Manager

Date

ATTEST:

Eliza Garza, City Clerk



APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY:

2019-12-10-1501 NP

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

The Contractor shall provide services under this Agreement as set forth in the San Joaquin County Strategic Plan for Census 2020 and by this reference, made a part hereof. The Contractor shall achieve the following objectives and adhere to the following requirements:

- 1.1 **EDUCATE**
- Inform the public about the census process, purpose, and timeline.
 - Inform the public of the importance of the census.
 - Inform the public that the census data is confidential.
 - Identify areas and populations within Contractor's local jurisdiction that are least likely to respond.
 - 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 may include neighborhood QAC's and QAK's.
- 1.2 **MOTIVATE**
- Eliminate the fear of completing the census questionnaire. Instill trust that the government will not use this data in a negative way.
 - Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.
 - 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.
 - Where possible, Contractor should assess messaging efforts, outreach, and tools.
- 1.3 **ACTIVATE**
- Engage trusted messengers in trusted environments to help the public participate in the census.
 - Conduct and participate in community gatherings and other forums to rally the public to participate in the census.
 - Collaborate with other stakeholders and across sectors to activate the public to participate in the census process by filling out the census questionnaire.
- 1.4 **STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION**

- Contractor shall adhere to and implement the City of Stockton Census 2020 Strategic Plan. In so doing, all strategies, and each tactic outlined under each strategy, shall be followed (or attempts must be made and documented) and monthly progress reports must be submitted to the City Manager's Office by the third Tuesday of each Month.

2. Project Scope

- 2.1 Contractor shall develop in coordination with the City Manager's Office a Citywide Complete Count Census 2020 Implementation Plan.
- 2.2 Details for all planned activities that will reach key Hard-To-Count census tracts to align the Implementation Plan with the City of Stockton Strategic Implementation plan and campaign timeline:
 - Awareness Phase
 - Motivation Phase
 - Reminder Phase
 - Outreach & Engagement Phase
 - Non-Response Follow-up Phase
- 2.3 Details for all planned Questionnaire Assistance Centers/Questionnaire Assistance Kiosks.
- 2.4 Develop clearly defined goals to ensure that HTC individuals are counted in the 2020 Census.
- 2.5. Establish 3-5 census objectives that will (1) Increase awareness through multi-pronged outreach approach that reaches individuals more than one. (2) Increase effectiveness of outreach by coordinating with community stakeholders across the region. (3) Educate HTC and least likely to respond demographic populations about the benefits of being counted.

3. Major Deliverables

3.1 Implementation Plan

- 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 of the Strategic Plan
- Completion/Results of Outreach (final plans for Census week of outreach events) is due on February 1, 2020. A final draft is

required to be submitted no later than 5:00 p.m. on Friday, January 31, 2020.

- The Non-Response Follow-Up Plan is due April 10, 2020. A final draft is required to be submitted no later than 5:00 p.m. on Wednesday, March 25, 2020.
- The Final Report is due September 21, 2020. A final draft is required to be submitted no later than 5:00 p.m. on Friday, August 28, 2020.

3.2 Final report that will include:

- 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 and, if appropriate, across California.
- Evaluations, criteria used and further recommendations for 2030.
- The reports must follow the State's format and content requirements.

3.3 Outreach and Marketing/Communications Plan

3.4 Reports

- Outreach and Marketing Contacts and Efforts
 - Number of monthly contacts, specifying the organization/event
 - Number of emails/social media contacts
- Number and type of materials distributed
- Contractor is required to submit end-of-the month reports (prior to or by the 25th day of the month) that include the aforementioned information, along with status updates on each implementation strategy that pertains to the approved Strategic Plan, which shall be sent to Albert.Rivas@Stocktonca.gov
- Evaluations, criteria used and further recommendations for 2030.

4. Internal and External Standards and Guidelines

- 4.1 As Contractor, key El Concilio staff will participate on and support the City of Stockton Census efforts by attending San Joaquin County Complete Count Committee meetings to provide updates with marketing and outreach efforts in accordance with adherence to the approved Strategic Plan, and collaborate with stakeholders and across sectors to activate the public to participate in the Census.
- 4.2 The Contractor shall take into consideration San Joaquin County Complete Count input concerning local efforts that support a complete census count.

- 4.3 Contractor will be required to attend monthly in-person meetings with City of Stockton staff at least one week prior to the San Joaquin County Complete Count Committee meeting to coordinate updates to the CCC. The Agency will review and approve the information prior to it being presented at the CCC meeting.
- 4.4 Contractor shall coordinate with key internal or external stakeholders and submit a consolidated State-required report directly to Albert.Rivas@Stocktonca.gov

5. Criteria of Acceptance for Deliverables

- 5.1 Criteria required for coordination, reporting and deliverables shall be provided in a format compatible with the State Census Office standard applications (i.e. Microsoft Office and Adobe, and other relevant applications). The Contractor shall verify application compatibility with the State prior to creation or delivery of any document. Any deviations to these standards should be approved by the City of Stockton.
- 5.2 The delivery of media shall be compatible with State and City devices.
- 5.3 Media shall be submitted electronically by email or USB flash drive or CD/DVD ROM to Albert.Rivas@Stocktonca.gov

6. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: _____

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

7. Key Contractor Personnel

Ines Ruiz-Huston
El Concilio
445 N. San Joaquin St.
Stockton, CA 95202
iruiz@elconcilio.org
209-986-2406

EXHIBIT B
INSURANCE

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 (or equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. (If Claims-made, see below.)

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional Insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract. Blanket coverage acceptable.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be endorsed as primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions (if applicable)

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies (except for professional liability policy), upon request.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
400 E Main Street, 3rd Floor – HR
Attn: City Risk Services
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.**

Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable

to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will

not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$323,857 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor.

2. Task Price. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

1	Administration	\$32,385
2	Outreach Events, Materials and Meetings	\$40,000
3	Outreach Grassroots Efforts	\$137,472
4	Outreach Training	\$30,000
5	Data Management, Evaluation and Reporting	\$19,000
6	Media	\$30,000
7	Non-Response Follow-up	\$35,000
	TOTAL PRICE	\$323,857

4. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton City Manager's Office
 Attention: Albert Rivas
 425 N. El Dorado Street
 Stockton, CA 95202
 Albert.Rivas@stocktonca.gov

EXHIBIT F

TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A as follows:

- 1.1 **TIMELINE FOR COMPLETION OF WORK**

- 1.1.1 **Implementation Plan - Upon Approval by the City**
- 1.1.2 **Outreach and Marketing Plan - Upon Approval by the City**
- 1.1.3 **Quarterly Monthly Report - Before the 25th of Each Month from November 2019 through July 2020**
- 1.1.4 **Completion/Results of Outreach – Final Plans for Census Week of Outreach Events due by February 1, 2020**
- 1.1.5 **Non-Response Follow-up Plan is due April 10, 2020. A final draft shall be submitted no later than March 25, 2020**
- 1.1.6 **The Final Report is due September 21, 2020. A final draft is required to be submitted no later than 5:00 p.m. on Friday, August 28, 2020.**

RECEIVED

City Manager
Date Received
DEC 17 2019

CITY MANAGER'S OFFICE
CITY OF STOCKTON

CONTRACT ROUTING FORM

ATTACHMENT C

RECEIVED

City Clerk
Date Received
DEC 17 2019

CITY CLERK
CITY OF STOCKTON

Contract Number 2019-12-10-1501 NP
(For Clerk's Use)

CITY CONTRACT TYPE (select one)

- Original
- Amendment/Change Order
- Grant
- Subdivision Agreement
- Other _____

CONTRACT INFORMATION

Contract Amount: \$ _____

Contract Title: Standard Agreement with El Concilio for Citywide Complete Count Census 2020 Implementation Plan
 Vendor/Other Party: El Concilio
 Contract Start Date: 12/10/19 Contract End Date: 12/31/20 Contract Term: 1 year

COUNCIL APPROVAL REQUIRED? Yes No (provide account # if no) _____

Council approval required for contracts over \$ 323,857 for FISCAL YEAR: 20/21
 Motion/Resolution/Ordinance No: 2019-12-10-1501 Must be Attached

REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):

- Business License Required? Yes No Business License No. EIN: 94-1677202
- Bonds Required? Yes No
- Insurance Required? Yes No
- Notary Required? Yes No
- Recordation Required? Yes No

Mandatory Routing Order

1 DEPARTMENT: City Manager's Office

DEPARTMENT HEAD APPROVAL Christine Z. Cleary date: 12-17-19
 Project Mgr: Albert Rivas ext: 7671 Staff: Nicole Mamorno ext: 7850
 Forwarded to: _____ on: _____ by: _____

2 PROCUREMENT

Approved () Name/Signature: [Signature]
 Forwarded to: _____ on: 12.17.19 by: _____

3 VENDOR/OTHER PARTY

Signed () originals on: _____
 Forwarded to: _____ on: _____ by: _____

4 RISK SERVICES

Insurance on: 12-17-19 by: [Signature] Bonds approved on: - by: -
 Forwarded to: _____ on: _____ by: _____ RM #: 20-186

5 CITY ATTORNEY

Approved as to Form and Content on: 12-17-19 by: [Signature]
 Forwarded to: cm on: 12-17-19 by: [Signature]

6 CITY MANAGER

Signed by City Manager on: 12-17-19 Forwarded to: _____ on: _____ by: _____

7 CITY CLERK

City Clerk attested on: 12/17/19 Returned (1) original(s) to dept. on: 12/17/19 by: [Signature]
 Retained (1) original(s) for City's file. Hard Copy on file? Yes No OB # _____

8 ORIGINATING DEPARTMENT: _____

Requisition No. _____ Original sent to vendor on: _____ by: _____
Copy of contract to be retained by department. Original on file in the Clerk's office.
 Copy of contract sent to Purchasing on: _____ by: _____

9 PROCUREMENT: Purchase Order No. _____ PUR No. _____

2019-12-10-1501 NP

MEMORANDUM

December 16, 2019

TO: Laurie Montes, Interim City Manager

FROM: Albert Rivas, Program Manager III

SUBJECT: AGREEMENT WITH EL CONCILIO TO PERFORM ESSENTIAL FUNCTIONS OF THE CALIFORNIA COMPLETE COUNT CENSUS 2020 STRATEGIC PLAN FOR THE CITY OF STOCKTON

On December 10, 2019, City Council approved the City Manager to enter into a sole-source agreement by motion number **2019-12-10-1501** with El Concilio 501 C (3) to perform essential functions of the California complete Count, Census 2020 Strategic Plan for the City of Stockton. Earlier this year, City Council authorized a contract with the California Complete Count – Census 2020 office to receive \$323,857 to facilitate a citywide census campaign.

The California Complete Count Committee is an advisory panel that was established by the Governor's Office oversees and coordinates California's education and outreach program for the 2020 Census. The State set aside tens of millions of dollars for local counties and community-based organizations to conduct outreach within communities and specifically hard-to-count populations. The State's 2020 Complete Count Census outreach campaign focuses on both the geographic and demographic areas within the City's population who are hard-to-count or least likely to respond and participate in the Census. The City of Stockton has some of the highest-ranked hard-to-count residents in the State of California. Without strategic enumeration for hard-to-count communities, the City may lose out on available federal funding, programs, and local city council or board seats.

The contract with El Concilio focuses on the deliverables required by the State contract and the Census 2020 Strategic Plan. El Concilio will be responsible for developing an implementation plan outlining specific outreach and education tactics. El Concilio will carry out a highly specialized citywide grassroots campaign to educate and facilitate enumeration among the City's hard-to-count populations. The grassroots approach proposed by El Concilio, and outlined in the proposed agreement, includes subcontracting with more than ten local community-based organizations with the resources and connections to reach specific HTC populations in our community. The largest portion of funding will be dedicated to this grassroots outreach, with other funding allocated to data management, community outreach to HTC populations, non-response follow-up, administration, and outreach events or materials.

El Concilio will inform and motivate the public about the census process, purpose, and timeline. Utilize trusted messengers and sources to encourage members of the public to participate in the Census. Conduct and participate in community gatherings and open forums to rally the public to participate in the census, and collaborate with the City of Stockton and the San Joaquin Complete Count Committee to activate the public to participate in the Census process by filling out the Census questionnaire. El Concilio staff, in coordination with the City of Stockton, will develop an outreach and communications plan, participate in monthly in-person meetings with City of Stockton staff, prepare an implementation plan, including the preparation of regular agency progress reports.

The contents of this item remain the same, of which no changes have been made since its adoption by City Council. With the action taken by the City Council, the City Manager is authorized to execute the attached document (s).



ALBERT RIVAS
PROGRAM MANAGER III

Attachments

2 complete copies for original signature - AGREEMENT WITH EL CONCILIO TO PERFORM ESSENTIAL FUNCTIONS OF THE CALIFORNIA COMPLETE COUNT CENSUS 2020 STRATEGIC PLAN FOR THE CITY OF STOCKTON



City of Stockton

Legislation Text

File #: 19-6087, Version: 1

AGREEMENT WITH EL CONCILIO TO PERFORM ESSENTIAL FUNCTIONS OF THE CALIFORNIA COMPLETE COUNT CENSUS 2020 STRATEGIC PLAN FOR THE CITY OF STOCKTON

RECOMMENDATION

It is recommended that the City Council, by motion, adopt findings and authorize the City Manager to enter into a sole-source agreement with El Concilio in the amount of \$323,857 to administer the outreach and education functions of the California Complete Count Census 2020 Strategic Plan for the City of Stockton.

SUMMARY

The California Complete Count Census 2020 (CCC) Office allocated funding for municipalities to conduct education and outreach campaigns to encourage full participation and avoid an undercount. Census data is used to allocate Congressional seats, city council seats, electoral votes and federal funding. The CCC Office approached the City of Stockton to request participation in Census 2020 efforts. During the March 19, 2019 meeting, the City Council authorized a contract with the State to receive funds to facilitate a campaign based on a Statement of Work outlined by the CCC Office, including development of a local Strategic Plan to reach Hard-to-Count (HTC) populations. Staff worked with the San Joaquin County Complete Count Committee (SJCCC) to leverage its open, transparent meeting process to identify potential community-based organizations that could administer the state funds for Census 2020 outreach. City staff and the SJCCC recommend that a sole source contract be authorized with El Concilio to administer State funds in the amount of \$323,857 to perform the essential outreach and education functions of the California Complete Count Census 2020 Strategic Plan for the City of Stockton.

DISCUSSION

Background

Every 10 years, the U.S. Census counts every resident in the nation. A complete and accurate count of the California and Stockton populations is essential because the data collected by the Census determines the reapportionment of seats in the U.S. House of Representatives and how billions of dollars in federal funds is distributed to local communities. More than 70 federal programs that benefit California, including education, health and human services, use Census numbers as part of the funding formulas. Based on the funding component, a census that undercounts Californians could cost the state billions of dollars. For every Californian missed during the Census 2020 count, the state is expected to lose approximately \$1,950 in federal program funding per year.

File #: 19-6087, Version: 1

The State Census 2020 Complete Count Committee was established by the Governor's Office to facilitate as accurate a Census count as possible. The State set aside tens of millions of dollars for local counties and community-based organizations to conduct outreach within communities and specifically hard-to-count populations. The State's 2020 Complete Count Census outreach campaign focuses on both the geographic and demographic areas within the City's population who are hard-to-count or least likely to respond and participate in the Census.

In support of this effort, the California Legislature appropriated funding for activities related to the 2020 Census. The CCC Office, which is spearheading the state 2020 Census outreach strategy, is making funding available to California municipalities to conduct outreach and assistance. The City of Stockton has some of the highest ranked hard-to-count residents in the State of California. Without strategic enumeration for hard-to-count communities, the City may lose out on available federal funding, programs, and local city council or board seats. The CCC Office first made funding available to counties statewide through optional agreements to conduct outreach and education. Eight counties in the state did not opt to conduct this outreach, including San Joaquin County. The total amount available for San Joaquin County was \$474,168. A portion of this funding, \$323,857, was made available to the City of Stockton to enter into agreements with local providers to enumerate residents in with the City. During the March 19, 2019 meeting, the City Council authorized a contract with the State to receive funds to facilitate a campaign based on a Statement of Work outlined by the CCC Office, including development of a local Strategic Plan to reach Hard-to-Count (HTC) populations. During the second quarter of the 2019 calendar year the contract with the State (Attachment A) was executed and the City submitted a California Complete Count Census 2020 Strategic Plan which has been approved by the State.

During the third quarter of the 2019 calendar year, staff worked with community partners to identify a community-based organization to implement the Strategic Plan. The City of Stockton has been transparent with the CCC Office and with community partners that the City did not anticipate applying for or receiving State funding in support of Census 2020 outreach and engagement. The City does not have the staff capacity or expertise to perform the outreach and education functions required by the State contract and accompanying Strategic Plan. In addition, because the City was invited to accept this funding well into the implementation timeline of the CCC Office, there are significant time constraints to implement a strategy to begin the education and outreach work prior to March of 2020. The approach of the City was to ensure that the State funds were captured, then work with local partners to administer and carry out the Census 2020 outreach efforts.

Present Situation

Staff worked with the San Joaquin County Complete Count Committee (SJCCC) to leverage their open, transparent meeting process to identify a qualified community-based organization to administer the Census 2020 state funds and implement the Strategic Plan in a timely manner.

The SJCCC has been meeting on a monthly basis for the past year. The SJCCC developed a strong collaborative of community partners with both the missions and capacity to reach HTC populations. During the past year the SJCCC also thoroughly vetted proposals from community-based organizations to receive direct state funding in support of Census 2020 outreach. The organizations participating on the SJCCC represent the Census outreach expertise in our community.

File #: 19-6087, Version: 1

Given the resource and time constraints to deploy state funding, City staff recognize the opportunity to leverage the outreach, collaboration, and processes already established by the SJCCC. The City can rely on the SJCCC as our local advisory group related to Census 2020 and benefit from the open, transparent meeting process established by the Committee for vetting and making recommendations. Through the SJCCC, the City issued a request to consider community-based organizations for administering the State funds at the September 18, 2019 Committee meeting. Given the importance of this topic, a follow-up special meeting of the Committee was held on September 24, 2019 for additional discussion. El Concilio was the only organization to submit a proposal to administer the state funds. The SJCCC recommended that the City contract with El Concilio. The SJCCC reflected that only one proposal was submitted because among the partnership El Concilio is the only responsive agency with the capacity to administer the contract and the only responsive provider with the broad range of technical, human resources, software, staff messengers, and required ability to overcome a number of unique language barriers for the City of Stockton to educate and ensure a complete count.

City staff and the SJCCC recommend that a sole source contract be authorized with El Concilio to administer State funds in the amount of to \$323,857 and perform the essential outreach and education functions of the California Complete Count Census 2020 Strategic Plan for the City of Stockton.

The proposed contract with El Concilio (Attachment B) focuses on the deliverables required by the State contract and the Census 2020 Strategic Plan. El Concilio will be responsible for developing an implementation plan outlining specific outreach and education tactics. El Concilio will carry out a highly specialized citywide grassroots campaign to educate and facilitate enumeration among the City's hard to count populations. The grassroots approach proposed by El Concilio, and outlined in the proposed agreement, includes subcontracting with more than ten local community-based organizations with the resources and connections to reach specific HTC populations in our community. The largest portion of funding will be dedicated to this grassroots outreach, with other funding allocated to data management, community outreach to HTC populations, non-response follow-up, administration and outreach events or materials. A summary of deliverables for El Concilio includes the following:

1. Inform and motivate the public about the census process, purpose, and timeline. Utilize trusted messengers and sources to encourage members of the public to participate in the Census;
2. Conduct and participate in community gatherings and open forums to rally the public to participate in the census, and collaborate with the City of Stockton and the San Joaquin Complete Count Committee to activate the public to participate in the Census process by filling out the Census questionnaire;
3. Develop an Outreach and Marketing/Communications Plan;
4. Participate in monthly in-person meetings with City of Stockton staff;
5. Prepare Quarterly Written Reports;
6. Prepare an Implementation Plan; and
7. Prepare a Final Report

The City of Stockton is responsible to review the implementation plan, review other planning documents, review regular reports and continue to engage with El Concilio to ensure that the City will meet deliverables required by the State contract.

File #: 19-6087, Version: 1

Findings

Stockton Municipal Code (SMC) section 3.68.070(A)(3) authorizes the City Council to award contracts without competitive bidding in cases where the City Council approves findings to support and justify exceptions to the competitive bidding process.

The following findings support and justify an exception to the competitive bidding process:

1. A complete and accurate count of Stockton's population is essential because the data collected by the Census determines the reapportionment of seats in the U.S. House of Representatives and how billions of dollars in federal funds is distributed to local communities.
2. The City was invited by the CCC Office to accept Census 2020 outreach funding declined by San Joaquin County and entered into a contract with the State to accept these funds.
3. The City does not have the staff, expertise, resources, or capacity required to complete the planning and implementation of Census 2020 outreach efforts.
4. The SJCCC represents the Census 2020 expertise and collaborative partnership for the Stockton community.
5. The City leveraged the SJCCC open, transparent meeting process to vet potential community-based organizations qualified to administer state funds.
6. El Concilio is highly qualified to administer state funds and has the resources, expertise and relationships to perform the outreach and education functions of the California Complete Count Census 2020 Strategic Plan for the City of Stockton.

FINANCIAL SUMMARY

The City of Stockton will receive State funds in the amount of \$323,857. The previously approved City of Stockton Resolution appropriates these funds to the Special Purpose Grants Fund Non-Departmental budget and authorizes expenditure of the same amount in accordance with the standard agreement. The proposed contract with El Concilio will allocate the full amount of the appropriated funds.

Attachment A - Census Complete Count 2020 - State Contract
Attachment B - Census Complete Count 2020 - El Concilio Contract

The City Manager is authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution. **ATTACHMENT C**

Moved by: Paul Canepa, seconded by Christina Fugazi .

Vote: Motion carried 7-0

Yes: Jesus Andrade, Paul Canepa, Christina Fugazi , Sol Jobrack, Susan Lenz, Michael Tubbs, and Daniel Wright.

12. ADMINISTRATIVE MATTERS

None

13. UNFINISHED BUSINESS

None

14. NEW BUSINESS

14.1 19-6087 AGREEMENT WITH EL CONCILIO TO PERFORM ESSENTIAL FUNCTIONS OF THE CALIFORNIA COMPLETE COUNT CENSUS 2020 STRATEGIC PLAN FOR THE CITY OF STOCKTON

Legislation Text

Attachment A - Census Complete Count 2020 - State Contract

Attachment B - Census Complete Count 2020 - El Concilio Contract

Approve **Motion 2019-12-10-1501** adopting findings and authorizing the City Manager to enter into a sole-source agreement with El Concilio in the amount of \$323,857 to administer the outreach and education functions of the California Complete Count Census 2020 Strategic Plan for the City of Stockton.

Moved by: Paul Canepa, seconded by Christina Fugazi .

Vote: Motion carried 7-0

Yes: Jesus Andrade, Paul Canepa, Christina Fugazi , Sol Jobrack, Susan Lenz, Michael Tubbs, and Daniel Wright.

15. HEARINGS**

15.1 19-6063 PUBLIC HEARING FOR APPROVAL OF THE RESOLUTION ADOPTING THE GROUNDWATER SUSTAINABILITY PLAN FOR THE EASTERN SAN JOAQUIN GROUNDWATER SUBBASIN IN COMPLIANCE WITH THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

**CITY OF STOCKTON
BUSINESS LICENSE TAX CERTIFICATE**

BUSINESS LICENSE TAX ACCOUNT NUMBER:
20-00122617
CONTROL NUMBER
(0106010)

BUSINESS ADDRESS:
445 N SAN JOAQUIN ST

STOCKTON CA 95202

**EL CONCILIO/COUNCIL FOR THE
SPANISH SPEAKING**
445 N. SAN JOAQUIN ST
STOCKTON CA 95202

EXPIRATION DATE:
November 30, 2020

BUSINESS LICENSE CLASSIFICATION: NON-PROFIT/EXEMPT LICENSE

BUSINESS DESCRIPTION: COMMUNITY BASED SOCIAL SERVICES

**THIS LICENSE MUST BE KEPT AT THE FIXED LOCATION OF THE BUSINESS IT HAS
BEEN ISSUED FOR, AND DISPLAYED UPON DEMAND.**

- OR -

**IN THE CASE OF A LICENSEE NOT AT A FIXED LOCATION, THE LICENSEE SHALL KEEP
THIS LICENSE UPON HIS PERSON AT ALL TIMES WHILE TRANSACTING AND
CARRYING ON BUSINESS AND DISPLAY IT UPON DEMAND.**

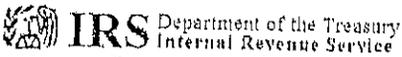
**Licenses must be renewed by the last day of the month following the expiration date, which is the
date the license tax has been paid through. It is the business owner's responsibility to renew the
business license or notify the city that they are no longer doing business, even if they do not
receive a renewal application by mail.**

**Notify the City of Stockton, Business License Customer Service unit of any changes to the
business either by mail City of Stockton, P.O. Box 1570, Stockton, CA 95201-1570, or in our office
City Hall, Administrative Services Department, 425 North El Dorado Street, Stockton, CA 95202.**

**Office hours are Monday through Friday 8:00 a.m. to 5:00 p.m.
Open through lunch, Closed every other Friday**



Authorized Agent for City of Stockton



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

ATTACHMENT C

In reply refer to: 0248358237
Mar. 17, 2014 LTR 4168C 0
94-1677202 000000 00

00021271
BODC: TE

CATHOLIC COUNCIL FOR THE SPANISH
SPEAKING OF THE DIOCESE OF STOCKTO
445 N SAN JOAQUIN ST
STOCKTON CA 95202

2121

Employer Identification Number: 94-1677202
Person to Contact: Mr. Kammerer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 06, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 1972.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

ATTACHMENT C

0248358237

Mar. 17, 2014 LTR 4168C 0

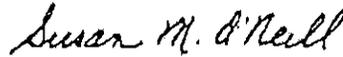
94-1677202 000000 00

00021272

CATHOLIC COUNCIL FOR THE SPANISH
SPEAKING OF THE DIOCESE OF STOCKTO
445 N SAN JOAQUIN ST
STOCKTON CA 95202

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,



Susan M. O'Neill, Department Mgr.
Accounts Management Operations



ELCONCI-01

SGONZALEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757778 HUB International Insurance Services Inc. PO Box 5076 San Ramon, CA 94583	CONTACT NAME: Christine Walker	
	PHONE (A/C, No, Ext): (925) 415-1113	FAX (A/C, No): (925) 905-4284
E-MAIL ADDRESS: Christine.Walker@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Markel Insurance Company		38970
INSURER B: Insurance Company of the West		27847
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 The Catholic Council for the Spanish Speaking
 of the Diocese of Stockton
 dba: El Concilio
 445 N. San Joaquin Street
 Stockton, CA 95202

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	HUP1976-03	6/22/2019	6/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		HUA1978-03	6/22/2019	6/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		HUU1977-02	6/22/2019	6/22/2020	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WPL 5033985 03	6/22/2019	6/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 INSR LRT: A POLICY: HUP1976-03 Effective Dates: 06/22/2019 to 06/22/2020
 *Professional Liability, Occurrence, \$1,000,000 Each Occurrence, \$3,000,000 Aggregate, No Deductible/SIR
 *Physical/Sexual Abuse, Claims Made, \$1,000,000 Each Claim \$3,000,000 Aggregate, No Deductible/SIR
 *Liquor Liability - \$1,000,000

City of Stockton, its Officers, Agents and Employees are Additional Insured with regard to General Liability when required by written contract, per attached endorsement MGL1242 03/14.

CERTIFICATE HOLDER City of Stockton Attn: Risk Services 425 North El Dorado Street Stockton, CA 95202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



INSURED: The Catholic Council for the Spanish Speaking
of the Diocese of Stockton
POLICY NUMBER: HUP1976-03
EFFECTIVE DATE: 06-22-2019 to 06-22-2020

COMMERCIAL GENERAL LIABILITY

Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Extended Property Damage - Expected Or Intended Injury	Included
Non-Owned Watercraft	Increased To 51 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Damage To Premises Rented To You	Equal To The General Liability Each Occurrence Limit
Property Damage From Elevator Use	Included
Personal And Advertising Injury From Televised Or Videotaped Material	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Medical Personnel	\$100,000 Any One Person
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Medical Payments	\$10,000 Any One Person (Unless Excluded)
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included

A. LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I - Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE**Insuring Agreement**

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III - Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
- (1) You determine that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse "product withdrawal expenses" only if:
- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
 - (2) The expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product withdrawal" was produced during the policy period.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Chemical Transformation, Deterioration Or Decomposition

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

- (1) An error in manufacturing, design or processing;
 - (2) Transportation of "your product"; or
 - (3) "Product tampering".
- d. **Goodwill, Market Share, Revenue, Profit Or Redesign**
The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".
- e. **Expiration Of Shelf Life**
Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".
- f. **Known Defect**
A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.
- g. **Otherwise Excluded Products**
A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability.
- h. **Governmental Ban**
A recall when "your product" or a component contained within "your product" has been:
(1) Banned from the market by an authorized government entity prior to the policy period; or
(2) Distributed or sold by you subsequent to any governmental ban.
- i. **Defense Of Claim**
The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".
- j. **Third Party Damages, Fines And Penalties**
Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.
- k. **Pollution-Related Expenses**
Any loss, cost, or expense due to any:
(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or
(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".
2. The following is added to Section III - Limits Of Insurance:
The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:
- a. Insureds;
 - b. "Product withdrawals" initiated; or
 - c. "Your products" withdrawn.
3. Section IV - Commercial General Liability Conditions is amended as follows:
- a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:
 - 2. **Duties In The Event Of A Defect Or A Product Withdrawal**

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

- (1) How, when and where the "defect" was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

- b. If a "product withdrawal" is initiated, you must:

- (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

- d. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "product withdrawal".

- b. The following Conditions are added:

Concealment Or Fraud

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

Product Tampering Limitation

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

4. The following definitions are added:

- a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

c. "Product withdrawal" means the recall or withdrawal:

- (1) From the market; or
- (2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

- (1) Costs of notification;
- (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- (3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;
- (4) Costs of computer time;
- (5) Costs of hiring independent contractors and other temporary employees;
- (6) Costs of transportation, shipping or packaging;
- (7) Costs of warehouse or storage space; or
- (8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be re-used, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting for all expenses.

B. EXTENDED PROPERTY DAMAGE - EXPECTED OR INTENDED INJURY

Exclusion 2.a. Expected Or Intended Injury under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability is amended as follows:

1. Paragraph (2) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. The following is added:

- (6) "Bodily injury" or "property damage" arising out of any aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs (2) or (6) above, the insurance provided by this Coverage Form does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

D. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion 2.J. Damage To Property under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

- a. Not being used to perform operations; and
 - b. Away from an Insured's premises.
2. The following is added to Section III - Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

E. PROPERTY DAMAGE TO CUSTOMERS' GOODS

1. The following is added to Exclusion 2.J. Damage To Property under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (6) of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to Section III - Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

 - (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
 - (2) Rowboats or canoes out of water at your premises; or
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. DAMAGE TO PREMISES RENTED TO YOU

The following applies only if Damage To Premises Rented To You is not excluded from the policy to which this endorsement is attached:

1. The first paragraph following Paragraph (6) of Exclusion 2.j. Damage To Property under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. The final paragraph of Paragraph 2. Exclusions under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

3. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner, is equal to the Each Occurrence limit shown in the Declarations.

4. Paragraph 4.b.(1)(a)(ii) of the Commercial General Liability Coverage Form, and Paragraph 4.b.(1)(a)(iii) of the Commercial General Liability Coverage Form (Claims-Made Version) under Section IV - Commercial General Liability Conditions are replaced by the following:

That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Paragraph a. of Definition 9. "insured contract" is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

G. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion 2.j. Damage To Property under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (8) of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.

2. The insurance afforded by Paragraph 1. above is excess over any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

1. Exclusions 2.b. and 2.c. under Section I - Coverages, Coverage B - Personal And Advertising Injury Liability are replaced by the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the Insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

2. Paragraphs d. and e. of the definition of "personal and advertising injury" are replaced by the following:
 - d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
 - e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

I. SUPPLEMENTARY PAYMENTS - BAIL BONDS AND LOSS OF EARNINGS

Paragraphs 1.b. and 1.d. under Section I - Coverages, Supplementary Payments - Coverages A And B are replaced by the following:

- b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work;

J. MEDICAL PERSONNEL

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

1. Paragraph 2.a.(1)(d) under Section II - Who Is An Insured does not apply to any registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic who is employed by you to provide professional health care services, but only while acting within the scope and course of their duties as such.
2. The following is added to Section III - Limits Of Insurance:
Subject to the General Aggregate limit, the most we will pay under Medical Personnel Coverage is the amount shown in the Schedule of this endorsement for all loss sustained by any one person from professional health services.

K. BROADENED DEFINITION OF INSURED

Section II - Who Is An Insured is amended as follows:

1. The following is added to Paragraph 2.a.:
Paragraph (1) does not apply to managers at the supervisory level or above.
2. Paragraph 2. is amended to include the following as insureds:
Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit".
This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.
3. Paragraph 3.a. is replaced by the following:
 - a. Coverage for your newly acquired or formed organization shall be:
 - (1) Effective on the date of acquisition or formation; and
 - (2) Afforded until the end of the policy period of this Coverage Form.

L. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section II - Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:
 - a. **When Required By Contract Or Agreement**
Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
- (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and
 - (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
 - (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
 - (d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.
- (2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:
- (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

- (1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (h) Any failure to maintain the product in a merchantable condition; or
 - (i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (I) The exceptions contained in subparagraphs (d) or (f); or
 - (II) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
 - (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
 - (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.
3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

 - a. Required by the contract or agreement; or
 - b. Available under the applicable limits of insurance shown in the Declarations, whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

M. MEDICAL PAYMENTS

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. under Section III - Limits Of Insurance is replaced by the following:

7. Subject to Paragraph 5. above, the Medical Expense limit is equal to the Medical Expense limit stated in the Declarations or the amount shown in the Schedule of this endorsement, whichever is greater, and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

N. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section III - Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which can be attributed only to operations at a single designated covered "location" or covered construction project:
 - a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
 - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
 - a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and

b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

P. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition 6. Representations under Section IV - Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

R. LIBERALIZATION

The following is added to Section IV - Commercial General Liability Conditions:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

S. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

T. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph f.(1) of Definition 12. "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.