

# County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT Chief Executive Officer

# DATE: October 5, 2022 TIME: 2:00 P.M. – 4:00 P.M. LOCATION: TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996 TELECONFERENCE ID: 439827168#

To Join Via Phone, Dial 1(323)776-6996, Then Press 439827168#.

# YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

Click here to join the meeting

# THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW

# AGENDA

Members Of The Public May Address The Operations Cluster On Any Agenda Item After All Informational Items Are Presented. Two (2) Minutes Are Allowed For Each Item.

# 1. Call To Order – Koffi Kouassi/Anthony Baker

# 2. INFORMATIONAL ITEM(S):

A) Board Letter:

REQUEST TO APPROVE SOLE SOURCE AMENDMENTS TO EXTEND THE COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT (CSAIBG) PROGRAM CONTRACTS FOR CALENDAR YEAR 2023 DAC - Alexandra Valdes, LANAIC Executive Director and Brandon Turner, Administrative Deputy

# B) Board Letter:

REQUEST APPROVAL OF LA FINANCIAL CREDIT UNION AUTOMATED TELLER MACHINE AT THE REGISTRAR-RECORDER/COUNTY CLERK HEADQUARTERS LOCATION RR/CC - Albert Navas, Assistant RR/CC

# Page 2 of 2

# 3. PRESENTATION/DISCUSSION ITEMS:

None available.

4. **Public Comment** (2 Minutes Each Speaker)

# 5. NOTICE OF CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision d(1) of Government code Section 54956.9)

Vince Latkins v. County of Los Angeles, et al.

Los Angeles Superior Court No. 19STCV41486 Department: Assessor

6. Adjournment

# **FUTURE AGENDA TOPICS**

# CALENDAR LOOKAHEAD:

- A) CEO/CLASS CLASSIFICATION/COMPENSATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2022-2023 FINAL ADOPTED BUDGET FOR THE JUSTICE, CARE AND OPPORTUNITIES DEPARTMENT
- B) CEO/CLASS COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS
- C) CEO/RM ORDINANCE AMENDING TITLE 2 ADMINISTRATION OF THE LOS ANGELES COUNTY CODE RELATING TO THE ESTABLISHMENT OF THE COUNTYWIDE PRIVACY OFFICE
- D) ISD REQUEST AUTHORITY TO AWARD ENERGY SUPPORT SERVICES MASTER AGREEMENTS AND TRANSFER WORK ORDERS
- E) ISD PUBLIC HEARING ON PROPOSED ENERGY SERVICES AGREEMENTS FOR INSTALLATION, OPERATION AND MAINTENANCE OF SOLAR SYSTEMS AT FIVE COUNTY FACILITIES

# BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

□ Board Memo

Other

CLUSTER AGENDA										
REVIEW DATE	October 5, 2022									
BOARD MEETING DATE										
	November 1, 2022									
DEPARTMENT(S)	Department of Arts and Culture									
SUBJECT	Request to Approve Sole Source Amendments to Extend the Community Services									
	American Indian Block Grant Program Contracts for Calendar Year 2023									
PROGRAM	Community Services American Indian Block Grant Program									
AUTHORIZES										
DELEGATED	🛛 Yes 🗌 No									
AUTHORITY TO DEPT										
SOLE SOURCE	🖂 Yes 🗌 No									
CONTRACT	Sole Source Amendments to extend for one-year.									
DEADLINES/	The current contracts expire December 31, 2022.									
TIME CONSTRAINTS										
COST & FUNDING	Total cost: Funding source: Community Services Block Grant									
	\$258,000 annually Native American Set-Aside Funds									
	TERMS (if applicable): January 1, 2023 through December 31, 2023									
	Explanation: Funding for this Program has been included in the Department of									
	Arts and Culture's Fiscal Year 2022-23 Budget. No NCC is anticipated for the									
	extension period.									
PURPOSE OF REQUEST	Requesting to extend the term of the contracts with Gabrieleno Tongva Tribal									
	Council, Pukuu Cultural Community Services, and United American Indian									
	Involvement, Inc. for one-year to continue providing critical poverty alleviating									
	services for American Indian and Alaska Native residents. These contracts expire									
	December 31, 2022. The extension is needed to complete the upcoming									
	solicitation process.									
BACKGROUND	<ul> <li>Total number of Contractors – 3</li> </ul>									
(include	Contractors provide low-income Native American Indian families and									
internal/external issues	individuals throughout Los Angeles County with access to supportive and									
that may exist including any related motions)	emergency services that help them achieve self-sufficiency. Specific									
	services include information and referral services, crisis intervention, counseling, transportation, shelter, and the provision of food and clothing.									
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes   ⊠ No If Yes, please explain how:									
SUPPORTS ONE OF THE NINE BOARD	$\boxtimes$ Yes $\square$ No									
PRIORITIES	If Yes, please state which one(s) and explain how: The CSAIBG Program is not a formal program of the 9 Board Priorities; however,									
FRIORITES	the purpose and services of the Program support the following priorities:									
	Antiracism, Diversity & Inclusion; Care First, Jails Last; Homeless Initiative; and									
	the Poverty Alleviation Initiative.									
DEPARTMENTAL	Alexandra Valdes, LANAIC Executive Director,									
CONTACTS	aferguson@lanaic.lacounty.gov									
-	<ul> <li>Brandon Turner, Administrative Deputy, <u>bturner@arts.lacounty.gov</u></li> </ul>									



KRISTIN SAKODA, Director

# COUNTY OF LOS ANGELES DEPARTMENT OF ARTS AND CULTURE

1055 Wilshire Boulevard, Suite 800 Los Angeles, CA 90017 Tel (213) 202-5858 www.lacountyarts.org

November 1, , 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

# REQUEST TO APPROVE SOLE SOURCE AMENDMENTS TO EXTEND THE COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT (CSAIBG) PROGRAM CONTRACTS FOR CALENDAR YEAR 2023 (ALL DISTRICTS) (3-VOTES)

## SUBJECT

Los Angeles County (County) Department of Arts and Culture (Arts and Culture) or her designee requests approval to extend the term of the Community Services American Indian Block Grant (CSAIBG) contracts for one-year to continue providing critical poverty alleviating services for American Indian and Alaska Native (AIAN) residents. These contracts expire on December 31, 2022. The extension is needed to complete the upcoming solicitation process.

## IT IS RECOMMENDED THAT YOUR BOARD

- 1. Delegate authority to the Director of Arts and Culture, or her designee, to execute sole source amendments in substantially similar form as Enclosure I, with three existing contractors. The sole source amendments will extend the contract term for one-year effective January 1, 2023, through December 31, 2023, in the combined annual amount of \$258,000.
- 2. Delegate authority to the Director of Arts and Culture or her designee, to execute additional amendments with the three contractors to update the scope of work and/or increase the maximum contract amounts based on increases to the 2023 baseline, discretionary or supplemental Community Service Block Grant (CSBG) allocations from the State of California-Health

and Human Services Agency's Department of Community Services and Development.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CSAIBG Program provides low-income Native American Indian families and individuals throughout Los Angeles County with access to supportive and emergency services that help them achieve self-sufficiency. Specific CSAIBG services include information and referral services, crisis intervention, counseling, transportation, shelter, and food and clothing. During Calendar Years 2017-2021, approximately 1,200 individuals were served through the CSAIBG Program.

Previously, the CSAIBG Program was administered by Los Angeles City-County Native American Indian Commission (LANAIC) under the Workforce, Development, Aging and Community Services (WDACS) Department. During Fiscal Year (FY) 2021-22 WDACS transitioned into two new departments. This transition involved complex efforts to realign and restructure economic and workforce development and aging programs, including those being transitioned from other County departments. As part of this realignment effort, LANAIC, was transferred from WDACS to the Executive Office of the Board (EO).

In October 2022, the Board determined that Arts and Culture can provide the LANAIC with the unique support that it needs to thrive. The LANAIC was subsequently transferred from the EO to Arts and Culture during FY 2022-23. The LANAIC and Arts and Culture have established ways for Native peoples to share their history, culture while improving the health and well-being of the American Indian and Alaska Native community. Arts and Culture will competitively procure new providers during the extension period to ensure continuity of services.

#### Implementation of Strategic Plan Goals

The recommended actions support: (i) Goal I, Make Investments that Transform Lives, Strategy I, Increase Our Focus on Prevention Initiatives, Strategy 2, Enhance Our Delivery Of Comprehensive Interventions, and Strategy 3, Reform Service Delivery within our Justice Systems; (ii) Goal II, Foster Vibrant and Resilient Communities, Strategy 2, Support the Wellness of Our Communities; and (iii) Goal III, Realize Tomorrow's Government Today, Strategy 3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

#### FISCAL IMPACT/FINANCING

CSBG provides funding for contracted CSAIBG Program services in the amount of \$258,000. Funding for this Program has been included in Art and Culture's Fiscal Year 2022-23 Budget. No Net County Cost is anticipated for the extension period.

## FACTS AND PROVISION/LEGAL REQUIREMENTS

Prior to the transfer of these agreements to Arts and Culture the EO received the California Department of Community Services and Development's approval to extend these contracts while a solicitation is completed.

In compliance with the revised Board Policy 5.100, Sole Source Contracts, the EO notified the Board on July 1, 2022, of its intent to execute Sole Source Amendments to extend the term of the current CSAIBG contracts for one-year for a total of \$258,000.

Enclosure I, Form Amendment, has been approved as to form by County Counsel.

Enclosure II, Sole Source Checklist has been approved by CEO.

# **CONTRACTING PROCESS**

WDACS issued a Request for Proposals (RFP) on September 8, 2016, to identify qualified vendors to provide CSAIBG services effective January 1, 2017, for up to a five-year period through December 31, 2021. On November 21, 2021, a one-year extension was approved by the Board effective January 1, 2022, through December 31, 2022, to address ongoing pandemic response and recovery efforts. At the time, releasing a complex solicitation would have required a substantial investment in time and resources which would have posed an unnecessary strain on the Department releasing the solicitation and the interested agencies seeking to apply. The current CSAIBG contracts will expire on December 31, 2022.

The three agencies currently under contract to provide CSAIBG Program services are Gabrieleno Tongva Tribal Council, Pukuu Cultural Community Services, and United American Indian Involvement, Inc., and are recommended to continue providing CSAIBG services for the extension term in the following recommended funding amounts.

Contractor	Recommended Funding
Gabrieleno Tongva Tribal Council	\$78,200
Pukuu Cultural Community Services	\$91,600
United American Indian Involvement, Inc.	\$88,200

For services after December 31, 2023, Arts and Culture will work with Counsel to identify the appropriate solicitation method to continue services.

## Monitoring Requirements

The Native American Indian Commission/Self-Governance Board (NAIC/SGB) will conduct program and fiscal monitoring of the contractors as outlined in the Agreement between the Arts and Culture and the NAIC/SGB. Monitoring will be conducted on an annual basis to ensure contract compliance. Arts and Culture will work with the Auditor-Controller on an appropriate methodology and funding for future monitoring activities of these contracts.

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will enable the continuation of supportive and emergency services to low-income Native American Indian families and individuals residing in Los Angeles County during the continuing pandemic. The CSAIBG Program is available to more than the 75,000 American Indians residing in the Los Angeles area that live below the poverty line.

Respectfully submitted,

Kristin Sakoda Director

KS:bt

c: County Counsel Executive Officer, Board of Supervisors

#### COUNTY OF LOS ANGELES DEPARTMENT OF ARTS AND CULTURE

#### COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT (CSAIBG) FOR SUBAWARD PERIOD JANUARY 2023 - DECEMBER 2023

#### SUBAWARD NUMBER CSAIBG1701 AMENDMENT NUMBER NINE

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022,

by and between

COUNTY OF LOS ANGELES, (hereafter referred to as "County"},

and

GABRIELENO TONGVA TRIBAL COUNCIL (hereafter referred to as "Subrecipient" or "Contractor") P.O. Box 693 San Gabriel, CA 91778

## RECITALS

**WHEREAS,** on December 13, 2016, the Los Angeles County Board of Supervisors authorized the Director of Workforce Development, Aging and Community Services (WDACS) or her designee to enter, execute and administer this "Subaward" or "Contract";

**WHEREAS**, reference is made to that certain document entitled "Community Services American Indian Block Grant (CSAIBG) Subaward Number CSAIBG1701" dated January 1, 2017 (hereafter "Subaward" or "Contract");

**WHEREAS,** the parties hereto have previously entered into the above referenced Subaward for the purpose of providing CSAIBG Program services to low-income American Indian residents in Los Angeles County;

WHEREAS, the parties entered into Subaward Amendment No. 1 to exercise the County's delegated authority to enter into the first option year, effective January 1, 2018 through December 31, 2018, and to allocate Calendar Year (FY) 2018 CSAIBG funding;

WHEREAS, the parties entered into Subaward Amendment No. 2 to allocate additional CY 2018 CSAIBG and Discretionary funds to increase the CY 2018 CSAIBG Program funding for the purpose of targeting needs within the community by providing direct client services and increasing agency capacity to further support the Community Action Plan;

**WHEREAS,** the parties entered into Subaward Amendment No. 3 to exercise the County's delegated authority to enter into the second option year, effective January 1, 2019 through December 31, 2019, and to allocate \$77,500 in CY 2019 CSAIBG funding;

**WHEREAS,** the parties entered into Subaward Amendment No. 4 to exercise the County's delegated authority to enter into the third option year, effective January 1, 2020 through December 31, 2020, and to allocate \$77,500 in CY 2020 CSAIBG funding;

WHEREAS, the parties entered into Subaward Amendment No. 5 to allocate \$2,000 in Discretionary funds to increase the current CY 2020 CSAIBG Program funding for the purpose of increasing agency capacity by funding a two-day grant writing training on topics of program planning proposal development, proposal writing, and leveraging grant funds and, if necessary proving direct client services;

WHEREAS, the parties entered into Subaward Amendment No. 6 to: 1) reallocate \$839 in unspent CY 2020 CSAIBG Discretionary funds from Amendment No. 5; 2) allocate \$1,097.33 in Baseline funds for the purchase of Personal Protective Equipment (PPE) and cleaning supplies, and any other equipment or materials needed to make office safe for employees to administer CSBG services and clients to receive CSBG services;

WHEREAS, parties to entered into Subaward Amendment No. 7 to exercise the County's delegated authority to enter into the fourth and final option year, effective January 1, 2021 through December 31, 2021, and to allocate \$78,200 in CY 2021 CSAIBG funding;

**WHEREAS**, on November 30, 2021, the Los Angeles County Board of Supervisors approved a sole source term extension of January 1, 2022 through December 31, 2022 as WDACS exhausted all previously approved option years under the existing Subaward;

WHEREAS, the parties entered into Subaward Amendment No. 8 to: 1) extend the term for a fifth year, effective January 1, 2022 through December 31, 2022; 2) allocate \$78,200 in CY 2022 CSAIBG funding; 3) allocate the remaining balance of Calendar Year 2021 CSAIBG Baseline funds as Reallocation funds in the amount of \$14,866 (which represents Calendar Year 2021 original allocation of \$78,200 as provided under the Subaward, less the expended amount of \$63,334; and 4) change terms by form of a written Amendment which was formally approved and executed by the parties;

**WHEREAS,** the County and the Contractor mutually agree to extend the term of the "Subaward" or "Contract" for a one-year term effective January 1, 2023 through December 31, 2023; and

WHEREAS, the Director of Arts and Culture is authorized to execute the Amendment.

**NOW, THEREFORE,** in consideration of the mutual benefits derived therefrom, it is agreed between the parties that the Master Agreement and Standard Exhibits shall be amended as follows:

- 1. Paragraph 5.0 Subaward Sum, Subsection 5.2, Funding Allocations Subsection 5.2.1, Maximum Subaward Sum, Subsection 5.2.1.1 is deleted in its entirety and replaced as follows:
  - 5.2.1.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward ("Subaward Sum" or "Maximum Subaward Sum"). The maximum

Subaward Sum for this Subaward is \$556,396.33, and broken out as follows:

- CY 2017: \$79,972
- CY 2018: \$76,888 CSAIBG Funding (Baseline CSAIBG: \$74,221; Direct Services: \$1,667; CAP: \$1,000)
- CY 2018: \$6,000 Discretionary Funding (Direct Services: \$3,000; CAP: \$3,000)
- CY 2019: \$77,500 CSAIBG Baseline Funding
- CY 2020: \$77,500 CSAIBG Baseline Funding
- CY 2020: \$2,000 Discretionary Funding
- CY 2020: \$1,097.33 CSAIBG Baseline Funding
- CY 2020: \$839 CSAIBG Baseline Funding
- CY 2021: \$63,334 Expended amount CSAIBG Baseline Funding
- CY 2022: \$78,200 CSAIBG Baseline Funding
- CY 2022: \$14,866 (CY 2021 CSAIBG Baseline Funding less expended amount of \$63,334) Reallocation CSAIBG Baseline Funding
- CY 2023: \$78,200 CSAIBG Baseline Funding

In the event that County exercises its option to extend the Subaward term, Subaward Funds shall be allocated to Subrecipient on an annual basis for each Calendar Year that this Subaward is extended (hereafter "Maximum Annual Subaward Sum"). The total of all allocations provided to Subrecipient throughout the term of this Subaward (including any term extensions) shall become the Maximum Subaward Sum.

- Section 5.0, Subaward Sum, Subsection 5.2, Funding Allocations, Subsection 5.2.2, Maximum Subaward Sum Funding Source(s), Subsection 5.2.2.2 is deleted in its entirety and replaced as follows:
  - 5.2.2.2 Community Services Block Grant Act Title II Subtitle B funds: \$556,396.33 (\$548,396.33 (CSAIBG Funding) and \$8,000 (CSAIBG Discretionary Funding)).
- 3. **Exhibit W-9, Budget, "Exhibit W, Program Year 2023 Budget, CSAIBG,"** is added as an addendum to "Exhibit W, Budget," and is attached hereto and incorporated by reference.
- 4. Exhibit X-9, Mandated Program Services (MPS), "Exhibit X, MPS FOR CSAIBG PROGRAM, CY 2023," is added as an addendum to "Exhibit X, MPS," and is attached hereto and incorporated herein by reference.

- 5. Exhibit Y-5, "Community Services and Development (CSD) Form 641 Work Plan, CY 2023," is added as an addendum to "Exhibit Y, CSD Form 641 Work Plan," and is attached hereto and incorporated herein by reference.
- 6. **Exhibit Z-4, "CSBG Annual Report 2023, Module 4 Individual and Family Level,"** is added as an addendum to "Exhibit Z, CSBG Annual Report, Module 4 Individual and Family Level," and is attached hereto and incorporated herein by reference.

Except for the changes expressly set forth herein, the Agreement shall not be changed in any respect by this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment:

COUNTY OF LOS ANGELES

By \_\_\_\_\_\_ DATE Director Department of Arts and Culture

SUBRECIPIENT/CONTRACTOR

By \_\_\_\_\_\_ ANTHONY MORALES, CHAIRMAN Gabrieleno Tongva Tribal Council

DATE

APPROVED AS TO FORM BY COUNTY COUNSEL

DAWYN R. HARRISON

Ву \_\_\_\_\_

Deputy County Counsel



Exhibit W-9 Program Year 2023 Budget Community Services American Indian Block Grant Program (CSAIBG) Funding Subaward No. \_\_\_\_\_ Amendment No. \_\_\_\_\_ Modification No. \_\_\_\_\_

Legal Name of Agency:

	Main Administrative Office Address	City	State	Zip Code	Fax Number
	Mailing Address (if different from above)	City	State	Zip Code	Fax Number
Prefix	Official Authorized to Sign for Agency	Job Title	Phone Number	Ext.	Email Address
Prefix	Official Authorized to Sign for Agency	Job Title	Phone Number	Ext.	Email Address

#### I. BUDGET SUMMARY CHART

(A)	(B)		(C)	(D)
	VOLUNTAR	Ү МАТСН		TOTAL PROGRAM
CSAIBG FUNDS	CASH		COST (A+B+C)	
\$0	\$0	\$0	\$0	\$0



Exhibit W-9 Program Year 2023 Budget CSAIBG Program Funding

\_\_\_\_\_

Subaward No.\_\_\_\_\_ Amendment No. \_\_\_\_\_ Modification No. \_\_\_\_\_

Legal Name of Agency:

#### **II. BUDGETED LINE ITEMS**

		(A)		(B)	(C)	(D)
		CSAIBG GRANT	VOLUNTA	ARY MATCH	INDIRECT	
	COST CATEGORIES	FUNDS	CASH	IN-KIND	COST	TOTAL FUNDS
1	Personnel	\$0	\$0	\$0	\$0	\$0
2	Advertising	\$0				\$0
3	Dues, Memberships, Subscriptions	\$0				\$0
4	Postage	\$0				\$0
5	Printing	\$0				\$0
6	Consumable Supplies	\$0				\$0
7	Equipment Purchase/Lease	\$0				\$0
8	Space (Facility Lease)	\$0				\$0
9	Utilities (Telephone, electricity, etc.)	\$0				\$0
10	Insurance	\$0				\$0
11	Staff Travel	\$0				\$0
12	Professional Services/Consultants	\$0				\$0
13	Subcontractors	\$0				\$0
14	Direct CSAIBG Client Services Costs*	\$0	\$0	\$0	\$0	\$0
15	Other Costs (Specify)					\$0
16	Total Direct Costs (Lines 1 through 15)	\$0	\$0	\$0		\$0
	Total Indirect Costs (10% limit of CSAIBG Grant Funds)				\$0	\$0
18	Total Program Grant Costs (Lines 16 and 17)	\$0	\$0	\$0	\$0	\$0
19	GRAND TOTAL	\$0	\$0	\$0	\$0	\$0

\* Complete Section VI, Direct CSAIBG Client Services Cost Justification chart



Exhibit W-9 Program Year 2023 Budget CSAIBG Program Funding Subaward No. \_\_\_\_\_ Amendment No. \_\_\_\_\_ Modification No. \_\_\_\_\_

Legal Name of Agency:

#### **III. PERSONNEL COSTS**

		(A)	(B)	(C)	(D)	(E)	(	(F)	(G)	(H)
	POSITION/TITLE	% of Time	Monthly	No. of	Annual	CSAIBG	Volunta	ary Match		Total Program
	(List each position separately)	on Program	Salary	Months	Salary (AxBxC)	Grant Funds	l <b>s</b> Cash In-Kind		Indirect Cost	Budget (E+F+G)
1					\$0					\$0
2					\$0					\$0
3					\$0					\$0
4					\$0					\$0
5					\$0					\$0
6					\$0					\$0
7					\$0					\$0
8					\$0					\$0
9					\$0					\$0
10					\$0					\$0
11	Salary Subtotal					\$0	\$0	\$0	\$0	\$0
12	Employee Payroll Taxes									\$0
13	Employee Benefits									\$0
14	GRAND TOTAL					\$0	\$0	\$0	\$0	\$0



#### Exhibit W-9 Program Year 2023 Budget CSAIBG Program Funding

Subaward No. \_\_\_\_\_ Amendment No. \_\_\_\_\_ Modification No. \_\_\_\_\_

Legal Name of Agency:

#### IV. DIRECT CSAIBG CLIENT SERVICES COSTS\*

		••••••		(C)	(D)	
a .			VOLUNTA	RY MATCH		TOTAL
Service Domain	CSAIBG CLIENT SERVICES COST	GRANT FUNDS	CASH	IN-KIND	INDIRECT COST	FUNDS (A+B+C)
SRV 1	<b>Employment Services</b> (Skills Training & Opportunities for Experience, Career Counseling, Job Search, Post Employment Supports, Employment Supplies)	\$0				\$0
SRV 2	Education and Cognitive Development Services (Child/Young Adult Education Programs, School Supplies, Extra-Curricular Programs, Adult Education Programs, Post-Secondary Education Supports, Financial Aid Assistance, Home Visits)	\$0				\$0
SRV 3	Income and Asset Building Services (Training and Counseling Services, Benefit Coordination & Advocacy, Asset Building , Loans & Grants)	\$0				\$0
SRV 4	<b>Housing Services</b> (Housing Payment Assistance, Eviction Prevention Services, Utility Payment Assistance, Housing Placement/Rapid Re-housing, Housing Maintenance & Improvements, Weatherization Services)	\$0				\$0
SRV 5	Health and Social/Behavioral Development (Health Services, Screening and Assessments, Reproductive Health Services, Wellness Education, Mental/Behavioral Health, Support Groups)	\$0				\$0
SRV 6	Civic Engagement and Community Involvement Services (Civic Engagement and Community Involvement Services)	\$0				\$0
SRV 7	Services Supporting Multiple Domains (Case Management, Eligibility Determinations, Referrals, Transportation Services, Childcare, Eldercare, Identification Documents, Re-Entry Services, Immigration Support Services, Legal Assistance, Emergency Clothing Assistance, Mediation/Customer Advocacy Interventions)	\$0				\$0
I	Total Direct Costs (SRV 1-SRV 7)	\$0	\$0	\$0		\$0
Ш	Total Indirect Costs (10% limit of CSAIBG Grant Funds)				\$0	\$0
Ш	Total Program Grant Costs (Lines I and II)	\$0	\$0	\$0	\$0	\$0
IV	GRAND TOTAL	\$0	\$0	\$0	\$0	\$0

\* Complete Section VI, Direct CSAIBG Client Services Cost Justification chart



Legal Name of Agency:

# Exhibit W-9 Program Year 2023 Budget CSAIBG Program Funding

## V. BUDGET JUSTIFICATION

	LINE ITEMS	<b>JUSTIFICATION/CALCULATION</b> (Provide a brief explanation of all costs with formulas, if applicable)	TOTAL COST
1	Personnel	See Section III, Personnel Costs	\$0
2	Advertising		
3	Dues, Memberships, Subscriptions		
4	Postage		
5	Printing		
6	Consumable Supplies		
7	Equipment Purchase/Lease		
8	Space (Facility Lease)		
9	Utilities (Telephone, electricity, etc.)		
10	Insurance		
11	Staff Travel		
12	Professional Services/Consultants		
13	Subcontractors		
14	Direct CSAIBG Client Services Costs	See Section VI, Direct CSAIBG Client Services Cost Justification	\$0
15	Other (Specify)		
		GRAND TOTAL	\$0



Legal Name of Agency:

Exhibit W-9 Program Year 2023 Budget CSAIBG Program Funding

Subaward No.	
Amendment No.	
Modification No.	

## VI. DIRECT CSAIBG CLIENT SERVICES COST JUSTIFICATION

Note: For each line item below, specify the Unit Cost and the total Number of Units with a brief description under Column D. If Unit Costs are not available or applicable, provide the cost justification under Column D and enter the cost amount under Column E. All costs must be justified under Column D.

		(A)	(B)	(C)	(D) (I	Ξ)	(F)
Service Domain	DIRECT CSAIBG CLIENT SERVICES COST	UNIT COST	NO. OF UNITS	SUB- TOTAL	(Provide a brief evolution of all costs with formulas if applicable)	IBED IN	
	Employment Services (Skills Training & Opportunities for Exp	erience, Ca	reer Counse	eling, Job Se	earch, Post Employment Supports, Employment Supplies)		\$0
	i.e., SRV 1a Vocational Training			\$0			\$0
SRV 1				\$0			\$0
				\$0		icable) COL. D  COL. D	\$0
				\$0			\$0
	Education and Cognitive Development Services (C Supports, Financial Aid Assistance, Home Visits)	Child/Young	Adult Educa	ation Progra	ms, School Supplies, Extra-Curricular Programs, Adult Education Programs, Post-Secondary I	Education	\$0
SRV 2				\$0			\$0
OIT 2				\$0			\$0
				\$0		b DESCRIBED IN COL. D	\$0
	la serve and Asset Dailding Osmisses a			\$0			\$0
	Income and Asset Building Services (Training and Cou	Inseling Serv	vices, Benef		ion & Advocacy, Asset Building , Loans & Grants)	pplicable) OTHER COSTS DESCRIBED IN COL. D  grams, Post-Secondary Education  grams, Post-Secondary	\$0
SRV 3				\$0 \$0			\$0 \$0
SRV 3				\$0 \$0		DESCRIBED IN COL. D         G           I         I         I	\$0 \$0
				\$0 \$0			\$0
	Housing Services (Housing Payment Assistance, Eviction Prev	ention Servi	ces Litility F	÷ •	I sistance, Housing Placement/Rapid Re-housing, Housing Maintenance & Improvements,		\$0 \$0
	Thousing och vices (nousing Fayment Assistance, Eviction Free		ccs, ounty i	\$0	stance, nousing nacement tapla re-housing, nousing wantenance a improvements,		<b>\$0</b>
SRV 4				\$0			\$0
				\$0			\$0
				\$0			\$0
	Health and Social/Behavioral Development (Health S	Services, Sci	reening and	Assessmer	ts, Reproductive Health Services, Wellness Education, Mental/Behavioral Health, Support Gr	oups)	\$0
				\$0			\$0
SRV 5				\$0			\$0
				\$0			\$0
				\$0			\$0
	Civic Engagement and Community Involvement S	ervices (	Civic Engag	r	Community Involvement Services)		\$0
0.51/6				\$0			\$0
SRV 6				\$0			\$0
				\$0 \$0			\$0
	Orania a Orana attina Maltinta Damain	I		÷ •			\$0
	Services Supporting Multiple Domains (Case Manage Immigration Support Services, Legal Assistance, Emergency Clothing /			ustomer Ad	ferrals, Transportation Services, Childcare, Eldercare, Identification Documents, Re-Entry Ser vocacy Interventions)	/ices,	\$0
SRV 7				\$0			\$0
				\$0			\$0
				\$0			\$0
		I		\$0			\$0
					GRAND T	OTAL	\$0

## EXHIBIT X-9, MANDATED PROGRAM SERVICES FOR CSAIBG PROGRAM

CY 2023

Subaward No.\_\_\_\_\_ Amendment No. \_\_\_\_\_ Modification No. \_\_\_\_\_

Legal Name of Agency

I. Agency Information Summary

				Hours of Operation				
Site Address	Public Phone Number	Project Manager Business Phone Number	Emergency Phone Number (after hours)	M-F		Sun		

#### EXHIBIT X-9 MANDATED PROGRAM SERVICES FOR CSAIBG PROGRAM CY 2023

Subaward No. \_\_\_\_\_ Amendment No. \_\_\_\_\_ Modification No. \_\_\_\_\_

Legal Name of Agency:

II. Projected Number of Unduplicated Clients

	CSAIBG Service Domain	Months												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	Employment Services													0
0.514														
SRV 1														
	Education and Cognitive Development													
	Services													0
SRV														
2														
	Income and Asset Building Services													0
SRV														
3														
												-		
	Housing Services													0
SRV														
4														
	Health and Social/Behavioral Development													0
SRV														
5														
												-		
	Civic Engagement and Community													0
	Involvement Services													0
SRV														
6														
	Services Supporting Multiple Domains													0
SRV														
7														



State of California Department of Community Services and Development Community Services Division Work Plan CSD 641 Rev. 11/10/20 Contract Number: Click or tap here to enter text. Date Submitted: Click or tap to enter a date. Contract Year: 2023

Contractor Name:	Los Angeles City/County Native American Indian Commission
Contact Person and	Click or tap here to enter text.
Title:	
Phone Number and Ext.:	Click or tap here to enter text.
Email Address:	Click or tap here to enter text.

Program/Service Name	Program Description	<b>Domain(s)</b> (check all that apply)
Example: Homeless Care Program	<b>Example:</b> A six bed, 24-hour recuperative care program at Memorial Shelter for homeless clients discharged from the hospital.	<ul> <li>Employment</li> <li>Education and Cognitive Development</li> <li>Income and Asset Building</li> <li>Housing</li> <li>Health and Social/Behavioral Development</li> <li>Civic Engagement and Community Involvement</li> </ul>
Click or tap here to enter text.	Click or tap here to enter text.	<ul> <li>Employment</li> <li>Education and Cognitive Development</li> <li>Income and Asset Building</li> <li>Housing</li> <li>Health and Social/Behavioral Development</li> <li>Civic Engagement and Community Involvement</li> </ul>
Click or tap here to enter text.	Click or tap here to enter text.	<ul> <li>Employment</li> <li>Education and Cognitive Development</li> <li>Income and Asset Building</li> <li>Housing</li> <li>Health and Social/Behavioral Development</li> <li>Civic Engagement and Community Involvement</li> </ul>

Note: At the end of the contract term all eligible entities will complete and submit CSBG Annual Report (Modules 2-4) for the current contract Program Year, with a submission date of February.



State of California Department of Community Services and Development Community Services Division Work Plan CSD 641

Program/Service Name	Program Description	Domain(s) (check all that apply)
Click or tap here to enter text.	Click or tap here to enter text.	<ul> <li>Employment</li> <li>Education and Cognitive Development</li> <li>Income and Asset Building</li> <li>Housing</li> <li>Health and Social/Behavioral Development</li> <li>Civic Engagement and Community Involvement</li> </ul>
Click or tap here to enter text.	Click or tap here to enter text.	<ul> <li>Employment</li> <li>Employment</li> <li>Education and Cognitive Development</li> <li>Income and Asset Building</li> <li>Housing</li> <li>Health and Social/Behavioral Development</li> <li>Civic Engagement and Community Involvement</li> </ul>
Click or tap here to enter text.	Click or tap here to enter text.	<ul> <li>Employment</li> <li>Education and Cognitive Development</li> <li>Income and Asset Building</li> <li>Housing</li> <li>Health and Social/Behavioral Development</li> <li>Civic Engagement and Community Involvement</li> </ul>
Click or tap here to enter text.	Click or tap here to enter text.	<ul> <li>Employment</li> <li>Education and Cognitive Development</li> <li>Income and Asset Building</li> <li>Housing</li> <li>Health and Social/Behavioral Development</li> <li>Civic Engagement and Community Involvement</li> </ul>

Note: At the end of the contract term all eligible entities will complete and submit CSBG Annual Report (Modules 2-4) for the current contract Program Year, with a submission date of February.



State of California

text. Department of Community Services and Development Community Services Division Work Plan CSD 641

Program/Service Name	Program Description	Domain(s) (check all that apply)
Click or tap here to enter text.	Click or tap here to enter text.	Employment
		Education and Cognitive Development
		Income and Asset Building
		$\Box$ Health and Social/Behavioral Development
		$\Box$ Civic Engagement and Community Involvement
Click or tap here to enter text.	Click or tap here to enter text.	Employment
		Education and Cognitive Development
		□ Income and Asset Building
		$\Box$ Health and Social/Behavioral Development
		□ Civic Engagement and Community Involvement
Click or tap here to enter text.	Click or tap here to enter text.	Employment
		Education and Cognitive Development
		Income and Asset Building
		Health and Social/Behavioral Development
		□ Civic Engagement and Community Involvement
Click or tap here to enter text.	Click or tap here to enter text.	Employment
		Education and Cognitive Development
		□ Income and Asset Building
		Health and Social/Behavioral Development
		□ Civic Engagement and Community Involvement

Note: At the end of the contract term all eligible entities will complete and submit CSBG Annual Report (Modules 2-4) for the current contract Program Year, with a submission date of February.

Instructio	ons for CSD 641A - Module 3 Projections
Agency	List your agency's full title
	List the name of the person CSD should contact if there are questions regarding the information provided
Contact Person	on this form.
	This column lists Community National Performance Indicators (CNPIs) for which agencies can report
Column A - CNPIs	outcomes in Module 3 of the CSBG Annual Report.
	Identify the projected number of outcomes your agency anticipates achieving for the CNPIs listed in
	Column A during the contract year. Only enter a projected target number for CNPIs in which your agency
1	expects to achieve outcomes. Spaces left blank in Column B will be interpreted to indicate no outcomes
Column B - Target	are projected for the corresponding CNPI.
	Identify the proposed documentation which will be used to validate actual outcomes have been achieved
Column C - Verification Document(s)	for each CNPI with a projected outcome.
	For additional information to guide your agency's identification and reporting of CNPIs, see NASCSP CSBG
1	Annual Report Instruction Manual "Module 3 : Community Level Version 1", released April 24, 2018,
	located here: https://nascsp.org/wp-content/uploads/2018/06/Module-3-Instruction-Manual_F_04-23-
Note	18.pdf

# Module 3 Projections 641A

Legal Name of Agency

Contract Person		
Column A	В	С
Counts of Change for Employment		Verification
Indicators	Target	Document(s)
CNPI 1a. Number of jobs created to increase opportunities for people with low		
incomes in the identified community.		
CNPI 1b. Number of job opportunities maintained in the identified community.		
CNPI 1c. Number of "living wage" jobs created in the identified community.		
CNPI 1d. Number of "living wage" jobs maintained in the identified community.		
CNPI 1e. Number of jobs created in the identified community with a benefit		
package.		
CNPI 1z. Other Count Of Change: (please specify)		
CNPI 1z. Count of businesses that increased the minimum wage		
CNPI 6z. Other Count Of Change: (please specify in the box below)		
Rates of Change for Employment Indicators	Target	Verification Document(s)
CNPI 1f. Percent decrease of the unemployment rate.		
CNPI 1g. Percent decrease of the youth unemployment rate.		
CNPI 1h. Percent decrease of the underemployment rate.		
CNPI 1z. Other Rate Of Change: (please specify in the box below)		
Counts of Change for Education and		Verification
Cognitive Development Indicators	Target	Document(s)
CNPI 2a. Number of accessible and affordable early childhood or pre-school education assets or resources added to the identified community.		
CNPI 2b. Number of accredited or licensed affordable child care facilities added in the identified community.		
CNPI 2c. Number of new Early Childhood Screenings offered to children (ages 0-5) of families with low-incomes in the identified community.		
CNPI 2d. Number of accessible and affordable education assets or resources added for school age children in the identified community. (e.g., academic, enrichment activities, before/after school care, summer programs)		
CNPI 2e. Number of accessible and affordable post secondary education assets or resources added for newly graduating youth in the identified community. (e.g. college tuition, scholarships, vocational training, etc.)		

# Module 3 Projections 641A

CNPI 2f. Number of accessible and affordable basic or secondary education assets or resources added for adults in the identified community. (e.g. literacy, ESL, ABE/GED, etc.)

CNPI 2z. Other Count Of Change: (please specify in box below in the box below)

# Rates of Change for Education and Cognitive Development Indicators

CNPI 2g. Percent increase of children in the identified community who are		
kindergarten ready.		
CNPI 2h. Percent increase of children in the identified community at (or above) the		
basic reading level.		
CNPI 2i. Percent increase of children in the identified community at (or above) the		
basic math level.		
CNPI 2j. Percent increase in high school (or high school equivalency) graduation		
rate in the identified community.		
CNPI 2k. Percent increase of the rate of youth in the identified community who		
attend post-secondary education.		
CNPI 2I. Percent increase of the rate of youth in the identified community who		
graduate from post-secondary education.		
CNPI 2m. Percent increase of adults in the identified community who attend post-		
secondary education.		
CNPI 2n. Percent increase of adults in the identified community who graduate from		
post-secondary education.		
CNPI 20. Percent increase in the adult literacy rate in the identified community.		
CNPI 2z. Other Rate Of Change: (please specify in the box below)		
Counts of Change for Income,		
		Verification
Infrastructure, and Asset Building Indicators	Target	Document
CNPI 3a. Number of new accessible assets/resources created in the identified		
community:		
CNPI 3a.1. Commercial		
CNPI 3a.2. Financial		
CNPI 3a.3. Technological/ Communications (e.g. broadband)		
CNPI 3a.4. Transportation		
CNPI 3a.5. Recreational (e.g. parks, gardens, libraries)		
CNPI 3a.6. Other Public Assets/Physical Improvements		
CNPI 3b. Number of existing assets/resources made accessible to the identified		

CNPI 3b. Number of existing assets/resources made accessible to the identified<br/>community:Image: Community image: CNPI 3b.1. CommercialCNPI 3b.2. Financial<br/>CNPI 3b.3. Technological/ Communications (e.g. broadband)Image: CNPI 3b.3. Technological/ Communications (e.g. broadband)

CNPI 3b.4. Transportation

Verification

**Document(s)** 

Target

Module 3 Projections 64	11A	
CNPI 3b.5. Recreational (e.g. parks, gardens, libraries)		
CNPI 3b.6. Other Public Assets/Physical Improvements		
CNPI 3z. Other Count Of Change: (please specify in the box below)		
Social/Recreational services for Seniors 25		
Rates of Change for Income, Infrastructure, and Asset Building Indicators	Target	Verification Document(s)
CNPI 3c. Percent decrease of abandoned or neglected buildings in the identified		
community.		
CNPI 3d. Percent decrease in emergency response time measured in minutes in the		
identified community. (EMT, Police, Fire, etc.). CNPI 3e. Percent decrease of predatory lenders and/or lending practices in the		
identified community.		
CNPI 3f. Percent decrease of environmental threats to households (toxic soil, radon, lead, air quality, quality of drinking water, etc.) in the identified community.		
CNPI 3g. Percent increase of transportation services in the identified community.		
CNPI 3z. Other Rate Of Change: (please specify in the box below)		
Counts of Change for Housing Indicators	Target	Verification
Counts of Change for Housing Indicators	Target	Verification Document(s)
CNPI 4a. Number of safe and affordable housing units developed in the identified	Target	
<b>COUNTS OF Change for Housing Indicators</b> CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes).	Target	
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes).	Target	
CNPI 4a. Number of safe and affordable housing units developed in the identified	Target	
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved	Target	
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community.	Target	
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community.	Target	
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community.	Target	
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4z. Other Count Of Change: (please specify in the box below)		Document(s)
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4z. Other Count Of Change: (please specify in the box below)	Target	Document(s)
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community.		Document(s)
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4z. Other Count Of Change: (please specify in the box below) Rates of Change for Housing Indicators		Document(s)
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4z. Other Count Of Change: (please specify in the box below) Rates of Change for Housing Indicators CNPI 4e. Percent decrease in the rate of homelessness in the identified community. CNPI 4f. Percent decrease in the foreclosure rate in the identified community.		Document(s)
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4z. Other Count Of Change: (please specify in the box below) Rates of Change for Housing Indicators CNPI 4e. Percent decrease in the rate of homelessness in the identified community. CNPI 4f. Percent decrease in the foreclosure rate in the identified community. CNPI 4g. Percent increase in the rate of home ownership of people with low		Document(s)
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4z. Other Count Of Change: (please specify in the box below) Rates of Change for Housing Indicators CNPI 4e. Percent decrease in the rate of homelessness in the identified community.		Document(s)
CNPI 4a. Number of safe and affordable housing units developed in the identified community (e.g. built or set aside units for people with low incomes). CNPI 4b. Number of safe and affordable housing units maintained and/or improved through WAP or other rehabilitation efforts in the identified community. CNPI 4c. Number of shelter beds created in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4d. Number of shelter beds maintained in the identified community. CNPI 4z. Other Count Of Change: (please specify in the box below)		Document(s)

# Module 3 Projections 641A

Would Strojections 0-		
Congretate Meals = 95 Emergency Food Pantry = 70		
Counts of Change for Health and		
Social/Behavioral Development (includes		Verification
nutrition) Indicators	Target	Document(s)
CNPI 5a. Number of accessible and affordable physical health assets or resources created in the identified community.		
CNPI 5b. Number of accessible and affordable behavioral and mental health assets		
or resources created in the identified community. CNPI 5c. Number of public safety assets and resources created in the identified		
community. CNPI 5d. Number of accessible and affordable healthy food resources created in		
the identified community.		
CNPI 5e. Number of activities designed to improve police and community relations within the identified community.		
CNPI 5z. Other Count Of Change: (please specify in the box below)		
Rates of Change for Health and		
Social/Behavioral Development (includes		Verification
nutrition) Indicators	Target	Document(s)
CNPI 5f. Percent decrease in infant mortality rate in the identified community.		
CNPI 5g. Percent decrease in childhood obesity rate in the identified community.		
CNPI 5h. Percent decrease in adult obesity rate in the identified community.		
CNPI 5i. Percent increase in child immunization rate in the identified community.		
CNPI 5j. Percent decrease in uninsured families in the identified community.		
CNPI 5k. Percent decrease in the teen pregnancy rate in the identified community.		
CNPI 5I. Percent decrease in unplanned pregnancies in the identified community.		
CNPI 5m. Percent decrease in substance abuse rate in the identified community.(e.g. cigarettes, prescription drugs, narcotics, alcohol).		
CNPI 5n. Percent decrease in domestic violence rate in the identified community.		
CNPI 50. Percent decrease in the child abuse rate in the identified community.		
CNPI 5p. Percent decrease in the child neglect rate in the identified community.		
CNPI 5q. Percent decrease in the elder abuse rate in the identified community.		
CNPI 5r. Percent decrease in the elder neglect rate in the identified community.		
CNPI 5s. Percent decrease in recidivism rate in the identified community.		

# Module 3 Projections 641A CNPI 5t. Percent decrease in non-violent crime rate in the identified community. CNPI 5u. Percent decrease in violent crime rate in the identified community. CNPI 5v. Percent decrease in teens involved with the juvenile court system in the identified community. CNPI 5z. Other Rate Of Change: (please specify in the box below) **Rates of Change for Civic Engagement and** Verification **Community Involvement Indicators** Target **Document(s)** CNPI 6. G.2a. Percent increase of donated time to support the CSBG Eligible Entity's delivery of services and/or implementation of strategies to address conditions of poverty in the identified community. CNPI 6. G.2b. Percent increase of donated resources to support the CSBG Eligible Entity's delivery of services and/or implementation of strategies to address conditions of poverty in the identified community. CNPI 6. G.2c. Percent increase of people participating in public hearings, policy forums, community planning, or other advisory boards related to the CSBG Eligible Entity's delivery of service and/or implementation of strategies to address conditions of poverty in the identified community.

CNPI 6. G.3a. Percent increase of people with low incomes who support the CSBG Eligible Entity's delivery of service and/or implementation of strategies to address conditions of poverty in the identified community. CNPI 6. G.3b. Percent increase of people with low incomes who acquire and maintain leadership roles with the CSBG Eligible Entity or other organizations within the identified community. CNPI 6. G.3z Other Rate Of Change: (please specify in the box below)

CNPI 6. G.2z. Other Rate Of Change: (please specify)

# Instructions for CSD 641B - Module 4 Projections

Agency	List your agency's full title.
	List the name of the person CSD should contact if there are questions regarding the information
Contract Person	provided on this form.
	This column lists Family National Performance Indicators (FNPIs) for which agencies can report outcomes
Column A - FNPIs	in Module 4 of the CSBG Annual Report.
	Identify the projected number of outcomes your agency anticipates achieving for the FNPIs listed in
	Column A during the contract year. It is only necessary to enter a projected target number for FNPIs in
	which your agency expects to achieve outcomes. Spaces left blank in Column B will be interpreted to
Column B - Target	indicate that no outcomes are projected for the corresponding FNPI.
	Identify the proposed documentation which will be used to validate actual outcomes have been achieved
Column C - Verification Document(s)	for each FNPI with a projected outcome.
	For additional information to guide your agency's identification and reporting of FNPIs, see NASCSP CSBG
	Annual Report Instruction Manual, Module 4: Individual and Family Level Version 2, released December
	6, 2018, located here: https://nascsp.org/wp-content/uploads/2018/12/Module-4-Instruction-
Note	Manual_V2_12_7_18_F.pdf

# Module 4 Projections (641B)

Legal Name of Agency Contract Person

Column A	В	С
Employment Indicators	<b>Target =</b> Number of participants expected to achieve outcome	Verification Document(s)
FNPI 1a. The number of unemployed youth who obtained employment to gain skills or income.		
FNPI 1b. The number of unemployed adults who obtained employment (up to a living wage)		
FNPI 1c. The number of unemployed adults who obtained and maintained employment for at least 90 days (up to a living wage).		
FNPI 1d. The number of unemployed adults who obtained and maintained		
employment for at least 180 days (up to a living wage).		
FNPI 1e. The number of unemployed adults who obtained employment (with a		
living wage or higher).		
FNPI 1f. The number of unemployed adults who obtained and maintained		
employment for at least 90 days (with a living wage or higher).		
FNPI 1g. The number of unemployed adults who obtained and maintained employment for at least 180 days (with a living wage or higher).		
FNPI 1h. The number of employed participants in a career-advancement related		
program who entered or transitioned into a position that provided increased		
income and/or benefits.		
FNPI 1h.1. the number of employed participants who Increased income from		
employment through wage or salary amount increase.		
FNPI 1h.2. the number of employed participants who increased income from		
employment through hours worked increase.		
FNPI 1h.3. the number of employed participants who increased benefits related to		
employment.		
FNPI 1z. The number of individuals: (please specify in box below)		
FNPI 1z. Number of employed individuals at risk of losing employment who maintained employment as a result of CAA interventions.		
FNPI 1z. Number of youth who maintained employment for 90 days.		
FNPI 1z. Number of employed individuals at risk of losing employment who maintained employment as a result of CAA interventions.		
FNPI 1z. Number of youth who maintained employment for 90 days.		
Education and Cognitive Development	<b>Target =</b> Number of participants expected	Verification
Indicators	to achieve outcome	Document(s)
FNPI 2a. The number of children (0 to 5) who demonstrated improved emergent literacy skills.		
FNPI 2b. The number of children (0 to 5) who demonstrated skills for school readiness.		
FNPI 2c. The number of children and youth who demonstrated improved positive		
approaches toward learning, including improved attention skills. (auto total).		
FNPI 2c.1. Early Childhood Education (ages 0-5)		
FNPI 2c.2. 1st grade-8th grade FNPI 2c.3. 9th grade-12th grade		
FNPI 2d. The number of children and youth who are achieving at basic grade level		
(academic, social, and other school success skills). (auto total).		

FNPI 2d.1. Ages 0-5 in Early Childhood Education		
FNPI 2d.2. 1st grade-8th grade		
FNPI 2d.3. 9th grade-12th grade		
FNPI 2e. The number of parents/caregivers who improved their home environments.		
FNPI 2f. The number of adults who demonstrated improved basic education.		
FNPI 2g. The number of individuals who obtained a high school diploma and/or obtained an		
equivalency certificate or diploma.		
FNPI 2h. The number of individuals who obtained a recognized credential, certificate, or		
degree relating to the achievement of educational or vocational skills.		
FNPI 2i. The number of individuals who obtained an Associate's degree.		
FNPI 2j. The number of individuals who obtained a Bachelor's degree		
FNPI 2z. The number of individuals: (please specify in box below)		
FNPI 2z. Number of individuals who obtained and moved from a high school diploma		
and/or equivalent to post secondary education (of any kind).		
Income Infractivity and Acast Duilding		
Income, Infrastructure, and Asset Building	Target = Number of	
	participants expected	Verification
Indicators	to achieve outcome	Document(s)
	to achieve outcome	Document(s)
FNPI 3a. The number of individuals who achieved and maintained capacity to meet basic		
needs for 90 days.		
FNPI 3b. The number of individuals who achieved and maintained capacity to meet basic		
needs for 180 days.		
FNPI 3c. The number of individuals who opened a savings account or IDA.		
FNPI 3d. The number of individuals who increased their savings.		
FNPI 3e. The number of individuals who used their savings to purchase an asset.		
FNPI 3e. The number of individuals who used their savings to purchase an asset. FNPI 3e.1. the number of individuals who purchased a home.		
FNPI 3e.1. the number of individuals who purchased a home.		
FNPI 3e.1. the number of individuals who purchased a home.FNPI 3f. The number of individuals who improved their credit scores.		
FNPI 3e.1. the number of individuals who purchased a home.FNPI 3f. The number of individuals who improved their credit scores.FNPI 3g. The number of individuals who increased their net worth.		
FNPI 3e.1. the number of individuals who purchased a home.FNPI 3f. The number of individuals who improved their credit scores.		
<ul><li>FNPI 3e.1. the number of individuals who purchased a home.</li><li>FNPI 3f. The number of individuals who improved their credit scores.</li><li>FNPI 3g. The number of individuals who increased their net worth.</li><li>FNPI 3h. The number of individuals engaged with the Community Action Agency who report</li></ul>		
FNPI 3e.1. the number of individuals who purchased a home.FNPI 3f. The number of individuals who improved their credit scores.FNPI 3g. The number of individuals who increased their net worth.		
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<ul> <li>FNPI 3e.1. the number of individuals who purchased a home.</li> <li>FNPI 3f. The number of individuals who improved their credit scores.</li> <li>FNPI 3g. The number of individuals who increased their net worth.</li> <li>FNPI 3h. The number of individuals engaged with the Community Action Agency who report improved financial well-being.</li> <li>FNPI 3z. The number of individuals: (please specify in box below)</li> <li>FNPI 3z. Number of individuals who started their own business.</li> <li>FNPI 3z. Number of individuals who maintained their own business for 180 days.</li> <li>FNPI 3z. Number of individuals who increased their income from a non-employment source.</li> <li>FNPI 3z. Number of individuals who reduced their reliance on public subsidies.</li> <li>FNPI 3z. Number of individuals who reduced debt.</li> </ul> Housing Indicators FNPI 4a. The number of individuals who obtained safe and affordable housing. FNPI 4b. The number of individuals who maintained safe and affordable housing for 90 days. FNPI 4d. The number of individuals who maintained safe and affordable housing for 180 days.	participants expected	

		EXIII
FNPI 4g. The number of individuals who experienced improved health and safety due to		
improvements within their home (e.g. reduction or elimination of lead, radon, carbon		
monoxide and/or fire hazards or electrical issues, etc).		
FNPI 4h. The number of individuals with improved energy efficiency and/or energy burden		
reduction in their homes.		
FNPI 4z. The number of individuals: (please specify in box below)		
FNPI 4z. Number of individuals who improved physical access in their living space (wheel		
chair ramps, grab bars etc.).		
FNPI 4z. Number of individuals who avoided a utility shut-off.		
FNPI 42. Number of individuals who obtained utilities.		
FNPI 4z. Number of individuals whose energy service was restored after disconnection		
FNPI 4z. Number of individuals whose Number of individuals whose inoperable home		
energy equipment was repaired or replaced		
Health and Social/Behavioral Development (includes nutrition) Indicators	<b>Target =</b> Number of participants expected to achieve outcome	Verification
	to achieve outcome	Document(s)
FNPI 5a. The number of individuals who demonstrated increased nutrition skills (e.g.		
cooking, shopping, and growing food).		
FNPI 5b. The number of individuals who demonstrated improved physical health and well-		
being.		
FNPI 5c. The number of individuals who demonstrated improved mental and behavioral		
health and well-being.		
FNPI 5d. The number of individuals who improved skills related to the adult role of parents,	/	
caregivers.		
FNPI 5e. The number of parents/caregivers who demonstrated increased sensitivity and		
responsiveness in their interactions with their children.		
FNPI 5f. The number of seniors (65+) who maintained an independent living situation.		
FNPI 5g. The number of individuals with disabilities who maintained an independent living		
situation.		
FNPI 5h. The number of individuals with a chronic illness who maintained an independent		
living situation.		
FNPI 5i. The number of individuals with no recidivating event for six months.		
FNPI 5i.1. Youth (ages 14-17)		
FNPI 5i.2. Adults (ages 18+)		
FNPI 5z. The number of individuals: (please specify in box below)		
Civic Engagement and Community	<b>Target =</b> Number of participants expected	Verification
Civic Engagement and Community Involvement Indicators	-	Verification Document(s)
Involvement Indicators	participants expected	
Involvement Indicators FNPI 6a. The number of Community Action program participants who increased skills,	participants expected	
Involvement Indicators FNPI 6a. The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve	participants expected	
Involvement Indicators FNPI 6a. The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community.	participants expected	
Involvement Indicators FNPI 6a. The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community. FNPI 6a.1. the number of Community Action program participants who improved their	participants expected	
Involvement Indicators FNPI 6a. The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community. FNPI 6a.1. the number of Community Action program participants who improved their leadership skills.	participants expected	
Involvement Indicators FNPI 6a. The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community. FNPI 6a.1. the number of Community Action program participants who improved their	participants expected	
Involvement Indicators FNPI 6a. The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community. FNPI 6a.1. the number of Community Action program participants who improved their leadership skills.	participants expected	
Involvement Indicators         FNPI 6a. The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community.         FNPI 6a.1. the number of Community Action program participants who improved their leadership skills.         FNPI 6a.2. the number of Community Action program participants who improved their	participants expected	
Involvement Indicators         FNPI 6a. The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community.         FNPI 6a.1. the number of Community Action program participants who improved their leadership skills.         FNPI 6a.2. the number of Community Action program participants who improved their social networks.	participants expected	
Involvement Indicators FNPI 6a. The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community. FNPI 6a.1. the number of Community Action program participants who improved their leadership skills. FNPI 6a.2. the number of Community Action program participants who improved their social networks. FNPI 6a.3. the number of Community Action program participants who gained other skills,	participants expected	

# SOLE SOURCE CHECKLIST

Department Name:

- □ New Sole Source Contract
- Sole Source Amendment to Existing Contract
   Date Existing Contract First Approved:

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.		
		Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an " <i>Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.</i> "	
	> (	Compliance with applicable statutory and/or regulatory provisions.	
	> (	Compliance with State and/or federal programmatic requirements.	
	> 3	Services provided by other public or County-related entities.	
	> 3	Services are needed to address an emergent or related time-sensitive need.	
		The service provider(s) is required under the provisions of a grant or regulatory requirement.	
	r	Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.	
	t s	Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.	
		Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.	
		It is more cost-effective to obtain services by exercising an option under an existing contract.	
	a   (	It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.	

Chief Executive Office

Date

#### **Sole Source Checklist – Justification**

The Department of Arts and Culture (Arts and Culture) seeks authorization to extend the Community Services American Indian Block Grant (CSAIBG) contracts to ensure no service disruption with the CSAIBG program, given the challenge of completing a robust competitive procurement during the ongoing COVID-19 pandemic and the transition of the body that administers these funds, Los Angeles City/County Native American Indian Commission Self Governance Body during the middle of Fiscal Year (FY) 2021-2022 from the Department of Workforce Development, Aging & Community Services to the Executive Office, Board of Supervisors (EO) and subsequently to Arts and Culture during the middle of FY 2022-2023.

During the extension period, Arts and Culture will competitively procure new contractors to provide services beginning January 1, 2024.

The EO received approval from the California Department of Community Services and Development to extend these agreements while we complete an open competitive solicitation during the extension period.

Failure to extend the CSAIBG Subaward/contract terms would terminate vital services for American Indian and Alaska Native (AIAN) residents living at or below the poverty line and unjustly impact the AIAN serving community-based organizations who provide these vital services.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☑ Board Letter	Board Memo	□ Other	
CLUSTER AGENDA REVIEW DATE	10/5/2022		
BOARD MEETING DATE	11/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 <sup>st</sup> □ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup> □ 5 <sup>th</sup>		
DEPARTMENT(S)	Registrar-Recorder/County Clerk		
SUBJECT	REQUEST APPROVAL OF LA FINANCIAL CREDIT UNION AUTO AT THE REGISTRAR-RECORDER/COUNTY CLERK HEADQUARTERS LOCATION	MATED TELLER MACHINE	
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	Yes No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost increase: \$0	Funding source:	
	TERMS (if applicable):	I	
	Explanation:		
PURPOSE OF REQUEST	The Department of Registrar-Recorder/County Clerk (Department to execute an agreement with LA Financial Credit Union for one ( (ATM) at RR/CC Headquarters located at 12400 Imperial Hwy, Norv general public and County employees.	1) Automated Teller Machine	
BACKGROUND (include internal/external issues that may exist including any related motions)	The RR/CC requests Board approval for the attached Agreement for continued use of an ATM machine for public and County banking usage at RR/CC Headquarters. The ATM is located near the main exterior entrance accessible twenty-four (24) hours a day day/seven (7) days a week. The ATM has been available for use for over five (5) years.		
	RR/CC serves hundreds of walk-in customers daily. The customers are usually filing documents for recording or requesting copies of various types of documents for which a fee is involved. An ATM at our location offers assistance to customers seeking to obtain cash if the need arises. The ATM can also be used by County employees at RR/CC Headquarters and surrounding County facilities saving time and resources to perform simple banking transactions. This ATM would provide a valuable service to the members of the public, residents, and employees.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Albert Navas, Assistant RR/CC, (562) 462-2652, ANavas@rrcc.lacounty.gov		



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

\* \* \* \*

DEAN C. LOGAN Registrar-Recorder/County Clerk

November 1, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

**Dear Supervisors:** 

#### REQUEST APPROVAL OF LA FINANCIAL CREDIT UNION AUTOMATED TELLER MACHINE AT THE REGISTRAR-RECORDER/COUNTY CLERK HEADQUARTERS LOCATION

# (ALL DISTRICTS) (3 VOTES)

#### **SUBJECT**

The Department of Registrar-Recorder/County Clerk (Department or RR/CC) requests approval to execute an agreement with LA Financial Credit Union for one (1) Automated Teller Machine (ATM) at RR/CC Headquarters located at 12400 Imperial Hwy, Norwalk, CA 90650 for use by the general public and County employees.

#### IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached agreement (Exhibit A) and delegate authority to the Registrar-Recorder/County Clerk, or designee, to execute a substantially similar Agreement with LA Financial Credit Union (LA Financial) for an ATM for a five (5) year term with the option to add two (2) automatic one-year renewals for a total of seven (7) years, at no cost to the County. There is no impact to the County general fund.

2. Delegate authority to the Department Head, or designee, to negotiate and execute amendments and/or terminate the agreement, in whole or in part, as deemed in the best interest of the County provided that County Counsel approval is obtained (a) prior to initiating any such action and (b) of the amendment or termination.

#### PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The RR/CC requests Board approval for the attached Agreement for continued use of an ATM machine for public and County banking usage at RR/CC Headquarters. The ATM is

The Honorable Board of Supervisors November 1, 2022 Page 2

located near the main exterior entrance accessible twenty-four (24) hours a day day/seven (7) days a week. The ATM has been available for use for over five (5) years.

RR/CC serves hundreds of walk-in customers daily. The customers are usually filing documents for recording or requesting copies of various types of documents for which a fee is involved. An ATM at our location offers assistance to customers seeking to obtain cash if the need arises. The ATM can also be used by County employees at RR/CC Headquarters and surrounding County facilities saving time and resources to perform simple banking transactions. This ATM would provide a valuable service to the members of the public, residents, and employees.

#### ATM History:

On April 2, 2012 your Board approved the installation of a LA Financial Credit Union ATM at RR/CC in the main public lobby area. Access to the ATM for County employees and the general public was limited to RR/CC business hours from 8:00AM to 5:00PM. LA Financial Credit Union approached the Department and asked to terminate the agreement and remove the ATM. The ATM was unprofitable due to it being inaccessible beyond business hours and weekends. According to LA Financial, the ATM cost substantially more to maintain than the profits collected in transaction fees.

On August 8, 2017, the RR/CC was authorized by your Board to install an LA Financial ATM machine in a more visible location, outside the main headquarters entrance at no cost to the County, including maintenance and repair service for more visibility and increase potential for profitability as well as allow RR/CC to keep the ATM operational for its customers. Since installation, the ATM machine has served many members of the public and County employees, providing a needed and valuable service.

#### Implementation of Strategic Plan Goals

Strategy III. 3. Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Continually assess our efficiency and effectiveness, maximize and leverage resources, and hold ourselves accountable.

#### FISCAL IMPACT / FINANCING

There is no impact to Net County Cost. The ATM machine was installed under the prior Board approved agreement. LA Financial will continue to provide servicing of the ATM and other maintenance related services to the equipment at no cost to the County. RR/CC will continue to allow the ATM machine to occupy the space free of charge.

#### FACTS AND PROVISIONS / LEGAL REQUIREMENTS

Your Board is authorized to approve the Agreement pursuant to Government Code Sections 25537 and 31000. In addition, pursuant to Government Code Section 25537(b) if the annual rent charged does not exceed \$10,000, the RR/CC is not required to issue a formal solicitation for this service.

The Honorable Board of Supervisors November 1, 2022 Page 3

#### IMPACT ON CURRENT SERVICES

Access to the ATM allows customers seeking official documents at RR/CC with an easy, efficient and convenient way to withdraw money to pay for certified copies of vital records (i.e. birth certificates), real estate records and fictitious business names. Without the agreement, LA Financial will remove the ATM machine. Approval of this agreement will ensure the continuation of ATM machine services to members of the public and County employees.

Respectfully submitted,

DEAN C. LOGAN Registrar-Recorder/County Clerk

DCL:JG:MF:AN:NH VW:ca

Attachments

c: Executive Office, Board of Supervisors Chief Executive Office County Counsel



# NON-EXCLUSIVE LICENSE AGREEMENT

# BETWEEN

# **COUNTY OF LOS ANGELES**

# AND

# LA FINANCIAL CREDIT UNION

# FOR

# AUTOMATED TELLER MACHINE

Prepared by:

Registrar-Recorder/County Clerk Finance and Management Division Contracts Section 12400 Imperial Highway, Room 7211 Norwalk, CA 90650

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# EXHIBIT

A LICENSED AREA

HOA.1010705Exclusive License Agreement with LA Financial Credit Union for Automated Teller Machine

#### NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND LA FINANCIAL CREDIT UNION FOR AUTOMATED TELLER MACHINE

This Non-Exclusive License Agreement ("Agreement") is made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_2022, by and between the County of Los Angeles ("County"), a political subdivision of the State of California, through its Department of the Registrar-Recorder/County Clerk ("RR/CC"), located at 12400 Imperial Hwy, Norwalk CA, 90650 and LA Financial Credit Union ("LA Financial"), a corporate federal credit union chartered under The United States Federal Credit Union Act Charter number 2024, 1520 West Colorado Blvd., Pasadena, CA 91103. County and LA Financial are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the County is the owner of the real property located at 12400 Imperial Hwy, Norwalk, California 90650 (Property) and is authorized to license use of a portion of this Property pursuant to Government Code Section 25537;

WHEREAS, the Parties previously entered into a Non-Exclusive License Agreement in August 2017 to have LA Financial install and operate an Automated Teller Machine (ATM) at the Property and the ATM was installed on the Property;

WHEREAS, LA Financial desires to enter into a substantially similar non-exclusive license agreement to continue to operate and maintain the existing ATM on the Property;

WHEREAS, the free standing ATM is located on the exterior of the building to the left of the main entrance at RR/CC Headquarters and will continue to provide ATM banking services offered by LA Financial to the general public and County employees;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and in consideration of the mutual promises, covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto and each of them do agree as follows:

# 1.0 LICENSED AREA

1.1 County hereby provides a non-exclusive, revocable license to LA Financial and LA Financial hereby agrees to accept this grant of license to use, upon the terms and conditions hereinafter set forth, a space identified on the exterior of RR/CC building to the left of the main lobby entrance of RR/CC Headquarters on the Property, located at 12400 Imperial Hwy, Norwalk, CA 90650 as shown on Exhibit A ("Licensed Area"). The area will be open to the public twenty-four hours a day/seven days a week including holidays and weekends. Said operating hours may be changed from time to time at the exclusive option of the County.

- 1.2 The Licensed Area shall be used only by LA Financial for the purpose of operating and maintaining one ATM and such other purposes as are related thereto. LA Financial hereby acknowledges that its use and occupancy of the Licensed Area is strictly limited to the purposes authorized in this Section, and for no other purposes whatsoever. This Agreement shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.
- 1.3 LA Financial shall make no alterations or improvements to the Licensed Area other than those required to properly maintain the ATM without the express written approval of RR/CC. If replacement of the ATM is required during the term of this Agreement, LA Financial shall obtain express written approval of RR/CC, and will obtain all other necessary approvals and permits from the City of Norwalk.
- 1.4 In the event that LA Financial makes any alterations or improvements in violation of Section 1.3 of this Agreement, County may immediately and without prior notice to LA Financial exercise any or all of the following options:
  - A. Require LA Financial to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
  - B. Remove the alterations or improvements and charge LA Financial for the cost of such removal;
  - C. Provide written notification to LA Financial of County's intent to retain any and all improvements installed by LA Financial in violation of Section 1.3 upon termination of the Agreement.
  - D. Terminate the Agreement and require LA Financial to vacate the Licensed Area immediately.
- 1.5 LA Financial acknowledges that LA Financial has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Agreement. LA Financial accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.
- 1.6 LA Financial hereby acknowledges the title of County and/or any other public agencies having jurisdiction herein and to the Licensed Area and covenants and agrees never to assail, contest or resist said title. LA Financial further acknowledges that its use and occupancy of the Licensed Area shall be in accordance with the terms and conditions of this Agreement, and that LA Financial will not use the Licensed Area in any way which interferes with the use of the Property by the County or individuals authorized by the County.

# 2.0 <u>TERM</u>

- 2.1 The term of this Agreement shall commence upon the execution of this Agreement by the Parties ("Effective Date") and run for five (5) years. The Agreement will automatically renew in one (1) year increments for a total of two years unless one or both Parties object or there are modifications to the Agreement which would require mutual agreement and signature of both Parties. The term of the Agreement, including renewal periods, shall not exceed seven (7) years.
- 2.2 On an annual basis the Parties shall review the Agreement for desired changes/modifications. Such review shall be completed by the Agreement anniversary date. Notifications of any changes/modifications shall be made at least 90 days prior to the Agreement anniversary date. Changes/modifications to the Agreement shall be executed per Paragraph 2.3 of this Agreement.
- 2.3 This Agreement may be modified or amended only upon the mutual written consent of the Parties.
- 2.4 The Registrar-Recorder/County Clerk Department Head, or designee, shall have the authority to administer, amend, and/or terminate this Agreement, as necessary, on behalf of the County for the term of the Agreement.
- 2.5 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party hereto. In the event any provision of this Agreement contradicts with any County Charter, ordinances, County Board of Supervisors (Board) policies or any applicable laws, rules and regulations, the RR/CC may terminate this Agreement, which shall be effective immediately upon written notice.

# 3.0 LICENSE FEE

LA Financial shall be responsible for maintaining the ATM and all related maintenance and repair services as set forth herein, and shall be granted a non-exclusive and revocable license to use and occupy the Licensed Area for the operation of the ATM at no cost for the initial five (5) year base term of the Agreement. County and LA Financial will mutually reassess the terms of the agreement after the five (5) year base term.

# 4.0 OPERATING RESPONSIBILITIES

4.1 <u>Compliance with Law.</u> LA Financial's operations in and use of the Licensed Area shall conform to and abide by all County Charter and ordinances, Board policies, and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for LA Financial specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable laws and regulations.

- 4.2 <u>Signs.</u> LA Financial shall not post signs or advertising matter upon the Licensed Area unless prior written approval thereof is obtained from the County, whose approval shall not be unreasonably withheld.
- 4.3 <u>Sanitation.</u> No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and LA Financial shall prevent any accumulation thereof from occurring. LA Financial shall pay all charges which may be made for the removal thereof.
- 4.4 <u>Operation and Maintenance.</u> LA Financial shall be responsible for operating and maintaining the Licensed Area in good condition, including general maintenance, repairs and in clean condition. County shall not be responsible for maintaining the ATM machine or its electrical connection to the power supply.
- 4.5 <u>Examination of Licensed Area.</u> LA Financial shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code or other applicable laws and regulations.
- 4.6 <u>Ownership of ATM.</u> For purposes of this Agreement, LA Financial shall be considered the owner of the ATM, and shall bear the entire risk of loss or damage to the ATM.

# 5.0 INDEMNIFICATION

The LA Financial shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

# 6.0 GENERAL PROVISIONS FOR INSURANCE COVERAGE

6.1 Without limiting LA Financial's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, LA Financial shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 6.0 and 7.0 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon LA Financial pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the LA Financial for liabilities which may arise from or relate to this Agreement.

- 6.2 Evidence of Coverage and Notice to County
  - 6.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the LA Financial's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
  - 6.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to LA Financial's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required LA Financial and/or subcontractor insurance policies at any time.
  - 6.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the LA Financial identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number,

its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

- 6.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the LA Financial, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 6.2.5 Certificates and copies of any required endorsements shall be mailed and e-mailed to:

County of Los Angeles Registrar-Recorder/County Clerk Contracts Section 12400 Imperial Hwy. Room 7208 Norwalk, CA 90650 contracts@rrcc.lacounty.gov

6.2.6 LA Financial also shall promptly report to County any injury or property damage accident or incident, including any injury to a LA Financial employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to LA Financial. LA Financial also shall promptly notify County of any third-party claim or suit filed against LA Financial or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against LA Financial and/or County.

#### 6.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected or Appointed Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under LA Financial's General Liability policy with respect to liability arising out of LA Financial's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the LA Financial's acts or omissions, whether such liability is attributable to the LA Financial or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

6.4 Cancellation of or Changes in Insurance

LA Financial shall provide County with, or LA Financial's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

6.5 Failure to Maintain Insurance

LA Financial's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a default and material breach of the Agreement, upon which County may immediately suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from LA Financial resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to LA Financial, deduct the premium cost from sums due to LA Financial or pursue LA Financial reimbursement.

6.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6.7 Contractor's Insurance Shall Be Primary

LA Financial's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to LA Financial. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any LA Financial coverage.

#### 6.8 Waivers of Subrogation

To the fullest extent permitted by law, the LA Financial hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The LA Financial shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 6.9 Deductibles and Self-Insured Retentions (SIRs)

LA Financial's policies shall not obligate the County to pay any portion of any LA Financial deductible or SIR. The County retains the right to require LA Financial to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing LA Financial's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 6.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. LA Financial understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

6.11 Application of Excess Liability Coverage

LA Financials may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### 6.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 6.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, LA Financial use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 6.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

#### 7.0 REQUIRED INSURANCE

#### 7.1 INSURANCE COVERAGE

**Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 7.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of LA Financial's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 7.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If LA Financial will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to LA Financial's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

# 8.0 TRANSFERS

LA Financial acknowledges that the rights conferred herein are personal to LA Financial and do not operate to confer on or vest in LA Financial any title, interest, or estate in the Licensed Area or any part thereof, and therefore, LA Financial shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this Agreement.

Further, LA Financial may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Area without the prior written consent of County, which consent shall be granted or withheld in County's sole and absolute discretion.

### 9.0 NONDISCRIMINATION

LA Financial certifies and agrees that all persons employed by LA Financial and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

# 10.0 DEFAULT

In the event of any default or material breach of any of the covenants and agreements herein contained to be kept by LA Financial, County may forthwith revoke and terminate this Agreement, in addition to any of County's other rights and remedies provided at law and in equity.

#### **11.0 WAIVER**

11.1 Any waiver by either Party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either Party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either Party from enforcing the full provisions hereof.

11.2 No option, right, power, remedy, or privilege of either Party shall be construed as being exhausted by the exercise thereof in one or more instances, the rights, powers, options and remedies given either Party by this Agreement shall be cumulative.

#### 12.0 SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, LA Financial shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

#### 13.0 ENFORCEMENT

The Registrar-Recorder/County Clerk, or designee, shall be responsible for the enforcement of this Agreement on behalf of County.

# 14.0 COUNTY LOBBYIST ORDINANCE

LA Financial is aware of the requirements of Chapter 2.160 of the Los Angeles County code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

### 15.0 <u>NOTICES</u>

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon LA Financial shall be:

LA Financial Credit Union Chief Experience Officer 177 E. Colorado Boulevard Suite 900 Pasadena, CA 91105 (626) 844-8101

The address to be used for any notice served by mail upon the County shall be:

County of Los Angeles Registrar-Recorder/County Clerk Contracts Section 12400 Imperial Hwy. Room 5115 Norwalk, CA 90650 contracts@rrcc.lacounty.gov

Notice must also be served by email on the County at contracts@rrcc.laconty.gov or such other place as may hereinafter be designed in writing to LA Financial by the County. Service by mail shall be deemed complete upon deposit in the above- mentioned manner.

#### 16.0 REPAIR OF DAMAGE

LA Financial shall, at its sole expense, be responsible for the cost of repairing any area of the building in which the License Area is located, including the License Area, which is damaged by LA Financial or LA Financial agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunication, phone, data cabling and related equipment that is installed by or for the exclusive benefit of LA Financial. All repairs and replacements shall: (a) be made and performed by LA Financials or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws and regulations.

Furthermore, LA Financial shall bear all expenses associated with returning the ATM installation site to its original state if LA Financial or County opt to end this agreement before the end of the term. This includes all construction materials, labor, and any other expenses associated with returning the designated area back to its original form.

# 17.0 DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this Agreement.

# 18.0 SOLICITATION OF CONSIDERATION

- 18.1 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a LA Financial with the implication, suggestion or statement that the LA Financial's provision of consideration may secure more favorable treatment for an award of an agreement or that the LA Financial's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A LA Financial shall not offer to or give, either, directly, or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to award of an agreement.
- 18.2 LA Financial shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in LA Financial being terminated.

# 19.0 CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding of an agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by LA Financial, or have any other direct or indirect financial interest resulting from this Agreement.

# 20.0 ACKNOWLEDMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

LA Financial hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

# 21.0 SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this Agreement hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate LA Financial to the terms and conditions in this Agreement. Upon approval, a signed original will be mailed to LA Financial.

# 22.0 TAXATION OF LICENSED AREA

22.1 The interest (as defined in California Revenue and Taxation Code Section 107) in HOA.10407855440clusive License Agreement with LA Financial Credit Union 13 for Automated Teller Machine the Licensed Area created by this Agreement may be subject to property taxation if created. The Party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

- 22.2 LA Financial shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.
- 22.3 If LA Financial fails to pay any lawful taxes or assessments upon the Licensed Area which LA Financial is obligated to pay, LA Financial will be deemed in default of the Agreement.
- 22.4 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by LA Financial to County upondemand. LA Financial and County agree that this is a license and not a lease, and no real estate interest is being conveyed herein.

# 23.0 INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

#### 24.0 GOVERNING LAW AND FORM

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

#### 25.0 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by RR/CC acting for County and LA Financial.

### 26.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

LA Financial acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless LA Financial qualifies for an exemption or exclusion, LA Financial warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

# 27.0 <u>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH</u> <u>COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>

Failure of LA Financial to maintain compliance with the requirements set forth in Paragraph 26.0 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of LA Financial to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of LA Financial, pursuant to County Code Chapter 2.206.28.0

# 28.0 ELECTRONIC SIGNATURES

The Parties hereby agree facsimile and electronic scanned versions of original signatures of authorized officers of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

# 29.0 LIMITATION OF LIABILITY

LA Financial agrees that if County has substantial and direct liability, whether arising under contract, tort, strict liability, or other form of action, such liability shall not exceed the greater of (i) the moneys paid to County under this Agreement, or (ii) \$500.

# 30.0 CONTACT INFORMATION

LA Financial	LA County
Kim Oblak, CCE Vice President & Chief Retail Officer 626-844-8101 d koblak@lafinancial.org	Veronica Williams, Contracts Manager vwilliams@rrcc.lacounty.gov contracts@rrcc.lacounty.gov
Viveca La Teer Electronic Services Manager 626-844-8184 d vlateer@lafinancial.org	

# 31.0 PUBLIC RECORDS ACT

Any documents submitted by LA Financial and all information obtained in connection with the County's right to inspect the Licensed Aare may become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not be in any way liable for the disclosure of any such records, including without limitation those so marked, if

disclosure is required by law as determined by County at its sole discretion, or by an order issued by a court of competent jurisdiction.

# 32.0 COVID-19 VACCINATIONS OF LICENSEE PERSONNEL

### **COVID-19 Vaccinations of County LA Financial Personnel**

- At LA Financial's sole cost, LA Financial shall comply with <u>Chapter 2.212 (COVID-19</u> <u>Vaccinations of County LA Financial Personnel</u>) of County Code Title 2 - Administration, Division 4. All employees of LA Financial and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- LA Financial Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 3. Prior to assigning LA Financial Personnel to perform In-Person Services, LA Financial shall obtain proof that such LA Financial Personnel have been fully vaccinated by confirming LA Financial Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. LA Financial shall also provide written notice to County before the start of work under this Contract that its LA Financial Personnel are in compliance with the requirements of this section. LA Financial shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- 4. LA Financial shall evaluate any medical or sincerely held religious exemption request of its LA Financial Personnel, as required by law. If LA Financial has determined that LA Financial Personnel is exempt pursuant to a medical or sincerely held religious reason, the LA Financial must also maintain records of the LA Financial Personnel's testing results. The LA Financial must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt LA Financial Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 5. In addition to complying with the requirements of this section, LA Financial shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit A (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

# 33.0 MISCELLANEOUS

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and LA Financial. If any provision of this Agreement is made unenforceable, such shall not affect the enforceability of any other provision. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the respective parties. This Agreement may be signed in counterparts.

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#### NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND LA FINANCIAL CREDIT UNION FOR AUTOMATED TELLER MACHINE

IN WITNESS WHEREOF, LA Financial has executed this Agreement or caused it to be duly executed by its authorized representative and the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed on its behalf by the Registrar-Recorder/County Clerk, the day, month and year first above written.

County of Los Angeles

LA Financial Credit Union

Dean C. Logan Registrar-Recorder/County Clerk Carol Galizia President/CEO

APPROVED AS TO FORM: DAWYN R. HARRISON Acting County Counsel

By: \_\_\_\_\_

Eva Chu Deputy County Counsel

HOA 103785849.1