

Agreement No. 3594

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF MENLO PARK

This Agreement is entered into this 20th day of October, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the City of Menlo Park, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of operating The Big Lift early learning initiative to reduce learning loss, increase kindergarten readiness, and grow third grade reading proficiency in San Mateo County.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed three hundred fifty thousand dollars (\$350,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021, through June 30, 2023.

5. Termination

This Agreement may be terminated by Contractor or by the County Manager or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Iliana Rodriguez, Deputy County Manager
Address: 400 County Center, 1st Floor, Redwood City, CA 94063
Telephone: (650) 363-4130
Email: irodriguez@smcgov.org

In the case of Contractor, to:

Name/Title: Starla Jerome-Robinson, City Manager
Address: 701 Laurel Street, Menlo Park, CA 94025
Telephone: (650) 330-6610
Email: slrobinson@menlopark.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a

cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

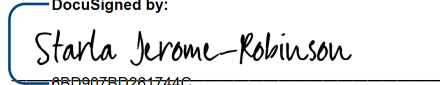
Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CITY OF MENLO PARK

<small>DocuSigned by:</small>  <small>8BD907BD261744C...</small>	10/20/2021	Starla Jerome-Robinson
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

- The Big Lift Early Learning Program (July 1, 2021 – June 30, 2023)

Contractor will participate in all aspects of The Big Lift; including partnering with participating school districts and the community at large to work toward the long-term goal of third grade reading success.

The sections below provide additional detail regarding the services Contractor will provide as part of The Big Lift Early Learning Program.

I. THE BIG LIFT EARLY LEARNING INITIATIVE PROGRAM OVERVIEW

The Big Lift is a collective impact initiative where school districts partner with nonprofit preschool programs and the community at large to work toward the long-term goal of third grade reading success. The collaborative is led by three agencies, the Silicon Valley Community Foundation (SVCF), the San Mateo County Office of Education (SMCOE), and the County of San Mateo (County), and County funding for this agreement is made available through San Mateo County Measure K tax dollars.

There are five conditions that, together, lead to meaningful results from collective impact and are integral to The Big Lift's approach: a shared vision for change or common agenda, shared measurement, mutually reinforcing activities, continuous communication and backbone support. To achieve this ambitious goal, The Big Lift has committed to advancing the national Campaign for Grade-Level Reading framework, which specifies the following evidence-based interventions, or "four pillars," and maintains rigorous and ongoing evaluation for continuous improvement:

- 1) Quality Preschool: A comprehensive school readiness strategy focused on high-quality preschool for 3- and 4-year-olds, leading to an aligned and sequenced set of high-quality learning experiences in kindergarten through third grade;
- 2) Attendance: A focus on reducing chronic absence in the early grades, based on research about the importance of attendance in the early years to improve academic outcomes;
- 3) Inspiring Summers: Development of inspiring summer learning opportunities that enable children to maintain their academic and developmental gains from high-quality preschool throughout the early grades; and
- 4) Family Engagement: Strengthening family and community engagement through investments in strategies that support meaningful partnerships between families and schools.

Big Lift communities are defined by school district boundaries and include the following school districts: Cabrillo Unified, Jefferson Elementary, South San Francisco Unified, San Bruno Park Elementary, La Honda-Pescadero Unified, Redwood City, and Ravenswood City.

The Big Lift strives for a diversity of income levels to be represented within the classrooms, while giving overall priority to low-income families. The Big Lift's definition of low-income households is those earning up to 80 percent of San Mateo County's area medium income. The Big Lift programs are required to prioritize children whose family income meets this definition.

The Big Lift uses the [Department of Housing and Urban Development](#) income guidelines to establish eligibility, following 80% of Area Median Income thresholds as per above, for the 2021-2022 and 2022-2023 years.

II. CONTRACTOR REQUIREMENTS

As part of this scope of work, Contractor will meet the following requirements:

- a. Licensure in Good Standing: Contractor must have a license to operate preschool facilities and must ensure that licensed sites are in good standing with Community Care Licensing.
- b. Compliance with Contractor Monitoring Activities: Monitoring activities include, but are not limited to, site visits by San Mateo County staff, progress reports on implementation of goals and objectives, and submission of financial records, as required by the County. The County will conduct in-person site visits of Contractor throughout the course of the Agreement to ensure compliance with the terms of this Agreement. Contractor is required to address all site visits and report findings by the deadline as set forth by the County.
- c. State and Other Federal Funding Compliance: Contractor must maintain compliance with the terms of any other funding sources they may receive. Any Contractor receiving Title 5 or Head Start funds must maintain good standing with the California Department of Educational/Child Development Division and/or the Administration for Children and Families. Failure to do so may jeopardize Big Lift funding.
- d. Timely Reporting: The County will track and monitor Contractor's reporting and will require timely and accurate submissions of data, progress reports and requests for reimbursement, and Contractor agrees to correct and implement improvements to any areas of concern identified at a site visit or at any other point during the term of the Agreement. Patterns of late and/or inaccurate reporting and/or failure to improve compliance with this Agreement will be taken into consideration when making future funding recommendations, and in egregious cases may affect continued funding for the current term of the Agreement.
- e. Utilization of The Big Lift Name and Logo: Contractor must use The Big Lift name and logo on all public facing materials, signs, banners, press releases, social media and publications related to their Big Lift program.
- f. Communication Collaboration: Contractor must participate in The Big Lift's efforts to disseminate information about Big Lift program(s) and The Big Lift through social media and other communication channels. This includes obtaining photo releases to be provided to the County for the purposes of communicating information about The Big Lift, when applicable, through social media, publications, reports, etc.

Contractor is expected to participate in all aspects of The Big Lift, to support the implementation of all four of the pillars, to work collaboratively with SVCF, SMCOE, and the County of San Mateo, to participate in evaluation efforts, to contribute to the larger Big Lift community collaborative, and to be active partners in leading this effort.

III. CONTRACTOR GOALS AND ACTIVITIES

Contractor agrees to work towards the following six goal areas by completing the major activities listed as follows:

Quality Preschool Goal: Children are prepared for kindergarten with the social-emotional, academic, linguistic and physical foundations they need to be successful.

a. Provide up to 96 preschool spaces in Menlo Park with Big Lift quality supports for 3-and 4-year old children, working toward a minimum of 50% in-person enrollment in Big Lift-funded spaces by October 15, 2021, and increasing to a 70% in-person enrollment in Big Lift-funded spaces by January 1, 2022. If a program cannot meet these targets, they should provide a justification as to why, and also provide a community outreach/recruitment plan to The Big Lift. The plan should demonstrate a multi-tiered outreach and recruitment strategy that includes partnering with local community-based organizations, the use of social media and other communications strategies, the use of school district communication channels for school district run programs (including outreach to families of elementary age students with younger children), and word-of-mouth strategies (including consideration of door-to-door outreach efforts).
b. Maintain quality standards at a minimum of Tier 3 on the San Mateo Quality Rating and Improvement System (QRIS)
<p>c. Submit an annual program Quality Improvement Plan (QIP) by October 1st of each year to SMCOE that accomplishes the following:</p> <ul style="list-style-type: none"> a. At least one Big Lift classroom and one site level QIP goal focuses on early literacy, at a minimum. Leadership, coaches and preschool staff work together to ensure that intentional, evolving literacy activities – following a defined scope and sequence and known language and literacy skill progressions – are provided to all children in Big Lift classrooms b. Big Lift preschool programs demonstrate that, within this larger literacy focus, they have a specific plan for phonological awareness activities, following a scope and sequence c. Number sense is also a priority area for QIPs, using the Counting Collections strategy d. Leadership staff (directors, site supervisors) review QIP goals monthly, work with their staff to support progress on goals, and identify for staff concrete examples of what progress looks like, actively monitoring classroom progress e. All teachers, site supervisors and program director staff participate in professional development, technical assistance and coaching offered through The Big Lift to meet the goals established in the QIP f. Complete a majority of QIP action items by school year-end
d. Participate in Big Lift community collaborative meetings, the countywide Big Lift Collaborative meetings and Big Lift Knowledge Network grantee meetings

Attendance Goal: Families understand the importance of and prioritize attendance in preschool and early elementary school.

a. Participate in Big Lift efforts to improve preschool attendance through the partnership with SMCOE and In ClassToday (dba EveryDay Labs)
b. Educate families about the importance of attendance and how chronic absence undermines kindergarten readiness, and identify family challenges that are causing attendance issues and support families to address them

Family Engagement Goal: Families have the tools and information they need to promote literacy at home, support and advocate for their children's well-being and academic success.	
a.	Implement Raising A Reader (RAR) early literacy program for children in all Big Lift preschool spaces in alignment with the program model provided by SMCL, and communicate with SMCL for training support where needed to ensure fidelity to the RAR national program
b.	Implement meaningful and culturally responsive family engagement strategies that build a culture of literacy in the home and promote student success
c.	Designate family engagement staff to participate in Big Lift alignment activities to improve and deepen family support practices across programs. Alignment work will focus on practices such as intake and assessment, resource and referral, case management, goal setting, motivational interviewing, trauma informed care, and other activities designed to meet critical family needs and improve family functioning
d.	Conduct parent conferences for each child twice per year and share individual school readiness information with partners of children who will be entering kindergarten

Evaluation and Assessment Goal: Evaluation efforts demonstrate the effectiveness of The Big Lift approach and interventions. Child-level assessments inform curriculum and program development and identify each child's unique needs.	
a.	Participate in the external evaluation of The Big Lift, which may include surveys, focus groups, interviews and assessments so that progress is documented and that data are available to support continuous curriculum and program improvement
b.	Implement data-sharing agreements with SMCOE and Big Lift evaluators
c.	Complete Big Lift preschool data requirements, including those specified in "Data Collection Activities for The Big Lift Preschool Grantees – School Year Checklist"
d.	Conduct observational assessments twice per year of all children in Big Lift preschool classrooms using a valid and reliable child assessment tool aligned with the CA Foundations and Frameworks (e.g. DRDP-PS)

IV. CONTRACTOR REPORTING REQUIREMENTS

- a. Progress Reports: Contractor is required to submit a mid-year and year-end narrative, using the San Mateo County approved form that describes progress toward meeting identified goals from the approved scope of work and success and challenges in implementation. Contractor is also asked to share interesting or inspiring stories and anecdotes that reflect the value of their program that may be disseminated and/or published via The Big Lift's social media channels and reports. Reporting schedule will be as follows:
 - a. January 31st: Midyear Narrative & Budget Report
 - b. July 31st: Year-end Narrative & Budget Report

Contract period: July 1, 2021 to June 30, 2023

- b.** Record Retention: As a Contractor, it is important to maintain financial records, supporting documents, and all other records pertinent to your Agreement. Contractor must retain all financial books, documents, papers and records directly related to this Agreement for a period of seven (7) years after the County makes its final payment.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The Program Budget below provides a not-to-exceed amount for The Big Lift Early Learning Program. Funding may be shifted within sections of the budget without prior County approval. Funding may be shifted between sections of the budget only with the prior written approval of the Deputy County Manager or designee. For example, funding may be shifted within the personnel budget or within the operating expenses budget without prior County approval. But to shift funding from personnel to operating expenses, for example, the County's prior written approval is required.

County will pay Contractor within thirty (30) calendar days of receipt of a quarterly invoice from Contractor itemizing the work completed, on the invoicing schedule in Exhibit A ("Contractor Reporting Requirements"). Contractor shall submit an invoice indicating the work performed during that billing period and accompanied by the progress report required by Exhibit A ("Progress Reports"). In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this Agreement, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms of this Agreement.

In no case shall the total amount payable under this Agreement for the work indicated in Exhibit A exceed \$350,000 without prior written consent of County in the form of an amendment to this Agreement.

Fiscal Reporting

Invoices will be submitted on a quarterly basis using the San Mateo County approved invoice template and general ledger documenting expenses incurred during that term. Fiscal reporting schedule will be as follows:

- a. October 31st: Term of July 1st – September 30th
- b. January 31st: Term of October 1st – December 31st
- c. April 30th: Term of January 1st – March 31st
- d. July 31st: Term of April 1st – June 30th

CONTRACTOR BUDGET**Big Lift Early Learning Program - \$350,000**

I. PERSONNEL	\$ 261,200
A. Preschool Teachers (1 FTE)	\$ 108,000
B. Classroom Support (.5 FTE)	\$ 50,000
C. Office Assistant (.5 FTE)	\$ 60,000
Benefits @40%	\$ 43,200

II. PROGRAM COSTS	\$ 74,000
A. Educational materials and supplies	\$ 26,000

C. NOHO Database	\$ 4,200
D. Professional Development	\$ 6,000
E. Behavioral & Mental Health Services consultant (StarVista)	\$ 17,000
F. Family Engagement sub-contractor (TBD)	\$ 10,800
G. Family Engagement sub-contractor (Bloomz)	\$ 4,000
H. Enrichment activities	\$ 6,000

III. INDIRECT COSTS (5.67%)	\$ 14,800
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Program Costs are those activities, materials or services that are necessary for program delivery and scope of work outlined in Exhibit A. They may include meeting expenses, materials and supplies, mailing or printing costs, travel, training, conferences, subcontractors, consultants and evaluation expenses.

Indirect (Administrative) Costs are those activities or services that are necessary for organizational operations and could benefit more than one program or project. Their precise benefits to a specific program or project are often difficult to trace. Examples include support services such as accounting, information technology, and legal services; criminal background checks; occupancy costs such as rent, utilities, office equipment and supplies; personnel related to human resources and payroll processing; and insurance.