

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JOBTAIN

This Agreement is entered into this 5th day of November, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and JobTrain, 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 conducting census outreach and education that is socio-culturally and linguistically tailored to residents in East Palo Alto and Menlo Park, in coordination with Community Legal Services East Palo Alto, Legal Aid Society of San Mateo County, One East Palo Alto, and East Palo Alto Center for Community.

**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  
Attachment I—§ 504 Compliance  
Attachment IP – Intellectual Property

### **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 ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00). 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 November 5, 2019 through October 31, 2020.

## **5. Termination**

This Agreement may be terminated by Contractor or by the JobTrain, 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.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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
- (c) Professional Liability..... \$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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

### **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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or 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: Emma Gonzalez, Community Affairs Manager  
Address: 400 County Center, 1<sup>st</sup> Floor, Redwood City, CA 94063  
Telephone: 650-363-1938  
Email: elgonzalez@smcgov.org

In the case of Contractor, to:

Name/Title: Lois Marshall-Ward  
Address: 1200 O'Brien Avenue, Menlo Park, CA 94025  
Telephone: 650-330-6429  
Facsimile: 650-330-6401  
Email: lmarshall-ward@jobtrainworks.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**

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.

\* \* \*

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

For Contractor:

_____	_____	<u><b>Lois Marshall-Ward</b></u>
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:

### **I. Project Background:**

Every 10 years, the federal government is required to count all people residing in the United States through a national census. The United States Census Bureau has designated April 1, 2020 as National Census Day, the official start date of the 2020 census response period. Ensuring a complete count of San Mateo County residents is essential for many reasons.

The decennial census serves as the cornerstone of our democracy and is written into the U.S. Constitution. It was included to ensure that everyone is equally represented in our political system and government resources are allocated fairly. It is also used to make important community decisions, like where to build homes, parks, schools, and roads and where to offer health, childcare, and transportation services. And businesses rely on census data to determine where to open facilities, what products to develop, and how to market their services.

Census 2020 is at high risk for undercount. There are several challenges facing the upcoming census. Despite declining self-response rates, the Census Bureau will be required to conduct the Census 2020 at a lower cost per household than in 2010. There will be fewer local offices, less field staff, and the primary strategy for data collection will be via internet.

The Census Bureau has historically faced challenges counting certain households and population groups, regardless of budget and staffing. These include recent immigrants, households with limited English proficiency, households with low income, racial/ethnic minorities, children under 5 years old, persons who are disabled, rural residents, renters, and those with unstable or unconventional housing.

California has been the hardest-to-count state in the nation. In 2016, about 75% of all Californians belonged to one or more groups that tend to be undercounted. The County of San Mateo is home to many of these hard to count groups.

In addition, there are new barriers facing the Census 2020 that will require significant efforts to address:

- **Distrust & Data Privacy:** There is a widening distrust of government among diverse segments of the population (immigrant and nonimmigrant alike), raising concerns about how census data will be used and whether it will remain confidential.
- **Online Survey:** Heightening data privacy concerns is the fact that, for the first time, the bulk of census responses are expected to be collected online (approximately only 12% of San Mateo County residents to receive paper version in initial mailings). In addition to security challenges, this poses barriers for vulnerable communities and populations without digital access and computer literacy.

As reported by the Committee on Oversight and Government House of Representatives on October 12, 2017 the projected self-response rate for Census 2020 is 55%, significantly lower than 63.5% in 2010. An undercount in the Census 2020 could have significant impact on the State of California and San Mateo County, affecting federal funding for critical community programs, representation at all levels of

government, and data used for decision-making across sectors. If segments of the County are not counted in 2020, their voices may not be fully considered when making important budget, program and policy decisions.

The County's goal for Census 2020 is to maintain or surpass the 75% self-response rate achieved in 2010, despite the additional challenges. A critical component of achieving this goal is partnering with trusted community-based organizations to educate, motivate, and activate historically hard-to-count and least-likely-to-respond (HTC/LLTR) residents in participating in the census.

The County seeks to contract with **JobTrain** to achieve the following objectives:

#### **EDUCATE**

1. Inform residents about census process, purpose, and timeline.
2. Communicate Census 2020 key messages about the importance of census and privacy of census data
3. Effectively answer questions about Census 2020 from local residents.

#### **MOTIVATE**

1. Share relevant and compelling information to motivate residents to participate in Census 2020.
2. Address concerns about Census 2020 with factual information.
3. Encourage census participation through trusted messengers and channels.

#### **ACTIVATE**

1. Remind residents to complete the census questionnaire.
2. Direct residents to language, digital, disability, and other support for census completion.
3. Assist residents in completing census questionnaire.

The County will provide training, materials, and resources to support contractors in reaching HTC/LLR with relevant, compelling, and actionable information as well as completion assistance through:

- Community Action Teams
- Questionnaire Assistance Centers

## II. Scope of Work:

**Program and Outreach Goal:** Conduct census outreach and education that is socio-culturally and linguistically tailored to residents in East Palo Alto and Menlo Park, an estimated 24,694 residents, in coordination with Community Legal Services East Palo Alto, Legal Aid Society of San Mateo County, One East Palo Alto, and East Palo Alto Center for Community.

Contractor will reduce barriers to Census 2020 participation, including concerns over citizenship question, distrust and data privacy concerns, and move to online survey.

Contractors will form and lead teams which will include libraries, service providers, schools, and trusted community-based organizations that serve residents in a given locality.

Contractor team and partner members will work together to coordinate outreach in order to:

- Avoid duplication of efforts
- Share ideas and best practices
- Target efforts to areas of need

Contractor will receive messaging, materials, toolkits, and training to support census education. Messaging and materials can be adapted and tailored for local residents to ensure they are as engaging, relevant, and compelling as possible. Contractor will be responsible for printing outreach materials.

Contractor will receive a Mobile Census Kit with the following to support outreach:

- Tablecloth
- Banner and laminated sign
- Pens and other outreach items
- Materials stand
- Five (5) iCount! t-shirts

Outreach activities and materials will be conducting in a social-cultural and linguistically tailored approach, including English, Spanish and Tonga. Activities will include yet not limited to:

- Advance Census outreach through schools, libraries, churches, food banks, service providers, and community groups reaching a target goal of 10,000 people by June 30, 2020
- Each partner shall utilize social media platforms at least once a week to increase public awareness beginning November 15, 2020 and through the entire contract duration
- Promote and obtain a target goal of 1,200 Pledges using regional text tool (Text to **650-200-2743** to receive information about Census 2020) by May 30, 2020
- Each partner shall promote Census outreach efforts through two (2) public service announcements, per month, between January and May, 2020
- Incorporate Census education into existing events, programs, and newsletters beginning no later than November 15, 2020 and through the duration of the contract

- Participate and present at a minimum of ten (10) community events, per month, starting December 2019 through June 2020.
- Coordinate and maintain at least monthly communication with Community Action Team Coordinator (Thrive Alliance) beginning November 5, 2019
- Attend mandatory project kick-off convening by Thrive Alliance for Nonprofits in November, 2019, date tbd
- Report any discovered census-related misinformation or malicious information to Thrive Alliance within 72 hours
- Submit DRAFT Outreach Implementation Plan by November 15, 2019
- Submit FINAL Implementation Plan by February 1, 2020
- Submit monthly/bi-weekly/weekly reports as indicated:
  - Monthly Reports due on the last day of the month (November – December 2019)
  - Bi-weekly reports due on Friday's (January – March 2020)
  - Weekly reports due every Friday (April – June 2020)
- Submit Final report by July 31, 2020

#### **A. Program Plans and Outcomes:**

**Plan 1:** Contractor will convene a Launch Meeting with partners of the grant (OEPA, LIBRE and EPA Center for Community Media) to develop outreach strategies and roles of partners. Contractor will provide a team roster including partners.

Outcome: The approach developed will avoid duplication of efforts; share ideas, lessons learned, challenges/barriers, best practices; and target areas of need.

**Plan 2:** Contractor will convene monthly meetings (by phone or in person) with funded partners, and invite other community organizations (libraries, schools, churches, etc.) to plan and monitor outreach activities using tools provided by the County.

Outcome: The approach, strategies and messaging are discussed and refined at meetings.

**Plan 3:** Contractor will hire/identify a Census Outreach Coordinator responsible for managing the project.

Outcome: The Census Coordinator will manage the project over the contract project period, coordinating outreach and maintain accurate reporting and evaluation metrics.

**Plan 4:** Contractor will receive messaging, materials, toolkits, and training to support census education. Messaging and material may be adapted for residents to ensure they are engaging, relevant, and compelling.

Outcome: Contractor will distribute linguistically tailored messaging materials to residents to conduct Census outreach and education, revising messaging material as needed based on feedback from partners and constituents.

**Plan 5:** Contractor will print outreach and distribute to partners and the community. Also use social media, traditional media, technology, canvassing, and public service announcements to educate community.

Outcome: Contractor will reach and educate the hard to count/least likely to respond communities, utilizing outreach and social media platforms. Potentially reaching thousands of people through printed materials, social media, technology, traditional media, canvassing and public service announcements.

**Plan 6:** Contractor will receive a Mobile Census Kit which to support outreach.

Outcome: Contractor will use these kits when participating in outreach activities

**Plan 7:** Contractor will refer residents to local Questionnaire Assistance Center.

Outcome: Residents will receive assistance in completing the census in person.

**B. Program Reporting and Evaluation Requirements:**

Contractor will meet regularly to plan and monitor outreach activities using tools provided by the County. Contractor will gather and report metrics to track progress in educating, motivating, and activating residents to participate in Census 2020.

Reporting metrics will include:

- Number, type, and locations of events/outreach efforts attended and/or hosted
- Number and characteristics of neighborhoods canvassed
- Number and characteristics of people reached
- Number of people who sign up for campaign communications
- Number of people who pledge to complete census
- Number of people who are directed to support

Timeline	Milestones	Deliverables
October 2019	Attend census training and planning meeting	Final CAT roster  Draft Implementation Plan due November 15, 2019
Nov - Dec 2019	Conduct outreach to educate residents in region(s)	Monthly reports due on the last day of the month
January – March 2020	Attend CAT Implementation Meeting  Deliver targeted outreach to motivate participation of least likely to respond	Final Implementation Plan due February 1, 2020  Bi-weekly reports due on Friday
April – June 2020	Provide reminders/referrals to complete census	Weekly reports due every Friday
July 2020	Attend CAT Evaluation Summit  Submit final report	Final report due July 31, 2020

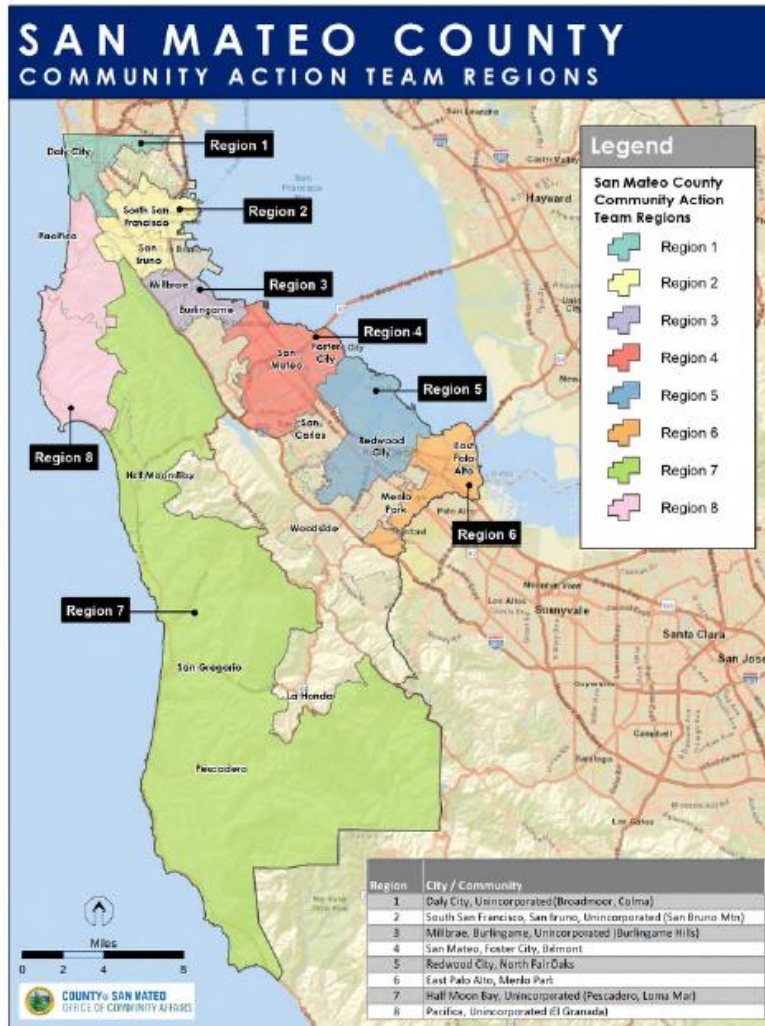
### C. Contract Monitoring Requirements

County of San Mateo staff will monitor and conduct scheduled evaluation of program, which may include site visits and review of Contractor's program and materials to determine progress in the achievement of program goals and objectives as specified under this agreement. The County will provide a minimum of one week's notice prior to any scheduled official monitoring site visit. A final report will be prepared by the county to provide feedback on areas of compliance and/no non-compliance. Contractor shall submit a written corrective action plan to the County in response to all findings of non-compliance. A follow-up monitoring visit will be conducted to ensure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Contractor will be responsible for monitoring all subcontractors under this agreement.



## Exhibit A-1

Region Maps, population tables, priority geographic areas and demographic factors for each community action team region are included below



San Mateo County Community Action Team Regions						
Region	City / Community	Total # of Block Groups	Population (2017 ACS)	HTC Block Groups	HTC Population	HTC (% of total pop)
1	Daly City, Unincorporated (Broadmoor, Colma)	59	111,295	13	25,968	23.33%
2	South San Francisco, San Bruno, Unincorporated (San Bruno Mtn)	59	109,624	11	21,592	19.70%
3	Millbrae, Burlingame, Unincorporated (Burlingame Hills)	38	54,191	6	11,700	21.59%
4	San Mateo, Foster City, Belmont	105	164,901	20	39,361	23.87%
5	Redwood City, North Fair Oaks	54	100,522	20	38,905	38.70%
6	East Palo Alto, Menlo Park	43	65,378	14	24,694	37.77%
7	Half Moon Bay, Unincorporated (Pescadero, Loma Mar)	10	17,377	3	5,195	29.90%
8	Pacifica, Unincorporated (El Granada)	33	51,594	3	4,587	8.89%
TOTALS		401	674,882	90	172,002	25.49%

**NOTE:** The following cities do not have any Hard-to-Count block groups per CA HTC Index: Atherton, Brisbane, Colma, Hillsborough, Portola Valley, San Carlos, Woodside.

### **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 County shall pay Contractor a fixed ONE HUNDRED AND FIFTY THOUSAND (\$150,000), however, that payments to Contractor for the portion of the Project Budget (as set forth below in this Exhibit B). Payment shall be upon receipt and approval of invoices, contingent on all reporting required to be made in the Agreement by Contractor to the County Manager.
- Reports and Invoices shall be sent to the attention of:  
  
San Mateo County  
County Manager's Office of Community Affairs  
400 County Center, 1<sup>st</sup> Floor  
Redwood City, CA 94063  
Attention: Census Manager  
  
Or via email  
Mvergara1@smcgov.org AND SMC\_Census@smcgov.org
- Failure to submit required reports may result in delay in processing of invoices for reimbursement.

#### **Payment Schedule**

30%	Upon submission of Draft Implementation Plan (November 15, 2019)
35%	Upon submission of Final Implementation Plan (February 1, 2020)
10%	Upon approval Implementation Plan (February 15, 2020)
25%	Upon submission of Final Report (July 31, 2020)

In no event shall all amounts paid under this Agreement, including for services, materials, and applicable taxes exceed the total amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00).