



The First 5 years.
Make them count.

08/31/2017

Mountain View Whisman School District
Attn: Terri Wallace-Bielecki
505 Escuela Avenue
Mountain View, CA 94040

RE: Service Agreement SA18-117-014

Dear Terri Wallace-Bielecki,

Please find enclosed two original service agreements between FIRST 5 Santa Clara County and Mountain View Whisman School District; service agreement number SA18-117-014; for the 2nd Disbursement of the CSPP-QRIS Block Grant Award for the term of 07/01/2017 to 09/30/2017.

Please obtain signatures for both original service agreements, retain one for your records and mail the other back to:

FIRST 5 Santa Clara County
Attn: Chief Financial Officer
4000 Moorpark Ave. Suite 200
San Jose, CA 95117

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Liliana Francisco". The signature is fluid and cursive, with the first and last names clearly legible.

Liliana Francisco
Contracts Assistant Director

cc: Contract File



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SERVICE AGREEMENT

I. GENERAL INFORMATION

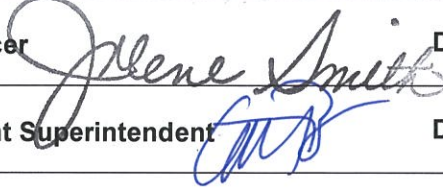

Program Information			
Date: 08/21/2017		Contract Number:	SA18-117-014
Contractor Name:	Mountain View Whisman School District	Maximum Financial Obligation:	\$7,059.00
Term of Agreement:	Start Date: 7/1/17	End Date:	9/30/17
Brief Program Description: Provider will participate in the quality early learning services, in pursuit of the California State Preschool Program (CSPP) Quality Rating Improvement Systems (QRIS) block grant received from California Department of Education to support local early learning and increase the numbers of low-income children in high quality state preschool programs.			

II. PARTIES TO AGREEMENT

CONTRACTOR	FIRST 5 Santa Clara County
Legal notices pertaining to this Agreement will be sent to the name, address and contact person below:	Mail Invoices to FIRST 5 Santa Clara County:
Contact Person: Terri Wallace-Bielecki	Chief Program Officer
Address: 505 Escuela Avenue	4000 Moorpark Ave, Ste 200
City/State/Zip: Mountain View, CA 94040	San Jose, CA 95117
Telephone: (650) 526-3500	(408) 260-3700
Fax: N/A	(408) 296-5642
Email: tbielecki@mvwsd.org	N/A

III. CONTRACT AUTHORIZATION

It is agreed between FIRST 5 and CONTRACTOR that CONTRACTOR will, for the compensation described in this Agreement, perform the work described in Section VI in accordance with all terms and conditions of this Agreement including all exhibits.

Signature	
Jolene Smith FIRST 5 Santa Clara County Chief Executive Officer	 Date: 8/31/17
Cathy Baur Mountain View Whisman School District Assistant Superintendent	 Date: 9/18/17

IV. TERMINATION

- A) Termination on Notice.** Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving 30 days' written notice to the other party. All invoices are required to be submitted to FIRST 5 within 30 days after the termination date.
- B) Termination for Cause.** If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:
- 1) Violation by CONTRACTOR of any applicable laws;
 - 2) Assignment of services agreed upon by CONTRACTOR to a sub-contractor without prior written consent from FIRST 5;
 - 3) CONTRACTOR failure to provide services in a satisfactory manner.
 - 4) FIRST 5's failure to pay CONTRACTOR undisputed compensation within 30 days after written demand for payment.
 - 5) FIRST 5's material breach of any representation or provision contained in this Agreement.
- C) Termination on Occurrence of Stated Events.** This Agreement will terminate automatically on the occurrence of any of the following events:
- 1) Bankruptcy or insolvency of either party;
 - 2) Merger or acquisition of CONTRACTOR without prior consent;
 - 3) Unauthorized disclosure by CONTRACTOR of FIRST 5's Proprietary Information.
- D) Termination Due to Cessation of Funding.** FIRST 5 has the right to terminate this Agreement upon thirty (30) days written notice in the event that program funding is reduced, suspended or terminated for any reason. CONTRACTOR expressly waives any and all claims against FIRST 5 for damages arising from the reduction, suspension or termination of funds.
- E) Termination Provision.** In the event of termination CONTRACTOR will deliver to FIRST 5 copies of all materials used or developed for this Agreement including, but not limited to, all data collection forms, reports and other work performed by CONTRACTOR under this Agreement. Upon receipt, CONTRACTOR will be paid for services performed to the date of termination, as solely and reasonably determined by FIRST 5.

V. NON-EXCLUSIVE REMEDIES

Notwithstanding this Agreement, the remedies listed in the Agreement are non-exclusive and FIRST 5 and CONTRACTOR retain all other rights and remedies they may have under general law, including the right to terminate this Agreement immediately without advance notice if CONTRACTOR becomes unable to perform its obligations.

VI. CONTRACT SPECIFICS

- A) Specific Services.** CONTRACTOR agrees to perform the services described in the attached Exhibit A for FIRST 5.
- B) Payment.** This Agreement is for an amount not to exceed seven thousand fifty-nine dollars (\$7,059.00). FIRST 5 shall pay CONTRACTOR in full upon completion of work specified in Exhibit A: Scope of Work and Payment Schedule.
- C) Invoices.** CONTRACTOR will provide FIRST 5 with an invoice that will identify the name of payee and be signed by the Executive Director or other authorized agency representative with authority to confirm the accuracy of reported expenditures. Payment term is 30 days from receipt of a complete invoice. Invoices are to be sent to: Chief Financial Officer, FIRST 5 Santa Clara County, 4000 Moorpark Avenue, Suite 200, San Jose, CA 95117.
- 1) FIRST 5 shall not be required to make payment if the amount claimed is not in accordance with the provisions of the Agreement. All payments under this Agreement shall be made directly to CONTRACTOR. Under no circumstances shall FIRST 5 be required to make payments in any amount pursuant to this Agreement to any other parties, including individual employees or creditors of CONTRACTOR.
 - 2) FIRST 5 shall not be obligated to reimburse CONTRACTOR for any expenditure not reported to FIRST 5 within sixty (60) calendar days after the end of the last month of the term of the Agreement.

VII. STANDARD PROVISIONS

- A) Entire Agreement.** This document represents the entire Agreement between the parties with respect to the subject matter. No other understanding, oral or otherwise, regarding this Agreement will be deemed to bind the parties to this Agreement.
- B) Conflicts of Interest.** In accepting this Agreement, CONTRACTOR affirms that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services. CONTRACTOR further agrees that in the performance of this Agreement, it will not employ any contractor or person having a conflict of interest.
- C) Governing Law, Venue.** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.
- D) Assignment.** CONTRACTOR has been selected to perform services under this Agreement based upon the qualifications and experience of CONTRACTOR's personnel. CONTRACTOR may not assign the rights and obligations without the prior written consent of FIRST 5.

- E) Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.
- F) Standard Non-Discrimination Language.** CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations including FIRST 5's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102.
- G) Availability of Funds.** Notwithstanding any provision herein, this Agreement is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, FIRST 5 unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Agreement, or reducing the maximum dollar amount of this Agreement.
- H) Statutes, Regulations, and Policies.** CONTRACTOR must, during the term of this Agreement, comply with all applicable federal and state statutes, local rules, regulations, and laws, relating to its performance under this Agreement. To the extent that said statutes and regulations are in conflict with provisions of the Agreement, the statutes or regulation will prevail.
- I) Licenses and Permits.** CONTRACTOR must obtain and maintain all licenses and permits appropriate to its proper and effective performance of the Agreement, prior to date of commencement.
- J) Access and Retention of Records.** CONTRACTOR must maintain financial records adequate to show that funds received under this Agreement are used for purposes consistent with the terms of this Agreement. The CONTRACTOR must maintain in the State of California the financial records for the term of this Agreement for four (4) years after termination of this Agreement; or until all federal, state, and FIRST 5 audits are completed; or until all disputes, litigations, or claims are resolved; whichever is later.
- K) Confidentiality.** CONTRACTOR recognizes that FIRST 5 information may be confidential. All applications and records concerning any individual receiving services pursuant to this Agreement are confidential and are not open to examination for any purpose not directly connected with the administration, performance, performance compliance, monitoring or auditing of the program.

CONTRACTOR may not publish, disclose, use, permit or cause to be published or disclosed, any confidential information pertaining to FIRST 5 or recipients of services, except as required by law.

- L) Submitting False Claims; Monetary Penalties.** Pursuant to Government Code §12650 et. Seq., any person including a CONTRACTOR, subcontractor or a consultant, who

submits a false claim, shall be liable to FIRST 5 for three times the amount of damages which FIRST 5 sustains because of the false claim. A person who commits a false claim shall also be liable to FIRST 5 for the cost of a civil action brought to recover penalties or damages, and may be liable to FIRST 5 for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A person will be deemed to have submitted a false claim to FIRST 5 if the person:

- 1) knowingly presents or causes to be presented to FIRST 5, a false claim for payment or approval;
- 2) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by FIRST 5;
- 3) conspires to defraud FIRST 5 by getting a false claim allowed or paid by FIRST 5;
- 4) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to FIRST 5; or
- 5) is a beneficiary of an inadvertent submission of a false claim to FIRST 5, subsequently discovers the falsity of the claim, and fails to disclose the false claim to FIRST 5 within a reasonable time after discovery of the false claim.

M) Successors in Interest. All of the terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto.

N) Notices. Any notices required under the terms of this Agreement will be given in writing to the persons at the addresses set forth in this Agreement, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, and will be deemed served when delivered or, if the delivery was not accomplished by reason or fault of the addressee, when tendered.

O) Relationship of Parties; Independent Contractors. None of the provisions of this Agreement are intended to create, or be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purposes of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, nor commitments of any kind on behalf of the other party, except with the written consent of the other party or as explicitly provided under this Agreement. CONTRACTOR is responsible for paying all income taxes, including estimated taxes, as a result of the compensation paid by FIRST 5 to CONTRACTOR for any services under this Agreement.

P) Severability. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

Q) Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction against either party.

R) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

S) Force Majeure. Neither party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of material or supplies or any other cause reasonably beyond the control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and uses its diligent, good faith efforts to cure the breach. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of fifteen (15) days.

T) Changes and Amendments. FIRST 5 and CONTRACTOR may modify this Agreement by written amendment signed by both parties.

U) Royalties. All materials and documents developed or created by CONTRACTOR with FIRST 5 funds are the exclusive property of FIRST 5. All rights of title, copyright, ownership and royalties for such materials vest with FIRST 5.

VIII. ADDITIONAL ATTACHED EXHIBIT(S)

The following attachments are incorporated into this Agreement.

Exhibit A: Scope of Work and Payment Schedule

Exhibit B: Sample Invoice

**Agreement Between FIRST 5 Santa Clara County and Mountain View Whisman School District
 Contract #: SA18-117-014
 Scope of Work & Payment Schedule**

Program Description: Provider will participate in the quality early learning services, in pursuit of the California State Preschool Program (CSPP) Quality Rating Improvement Systems (QRIS) block grant received from California Department of Education to support local early learning and increase the numbers of low-income children in high quality state preschool programs.

#	Task	Deliverable	Target Date	Payment
1	Upon execution of Agreement, submit original invoice to FIRST 5 Santa Clara County for the full Agreement total.	<ul style="list-style-type: none"> Executed Agreement. Invoice to be on letter head, agreement number and original signature. 	9/1/17	
2	Monitor progress on Quality Improvement Plans to ensure site(s) continue to progress towards or maintain the highest common tier.	N/A	9/30/17	\$7,059.00
3	Participate in iPinwheel Workshops for Program Administrators as made available by FIRST 5.			
4	Attend QRIS Consortium meeting on September 20, 2017			
5	All funds should be reported as supplemental income as they are spent. Provider is expected to continue to submit the following: <ul style="list-style-type: none"> Form 8501 Form D 	Copy of your Quarter 1 Form 8501 and Form D		
Total agreement not to exceed:				\$7,059.00



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SERVICE AGREEMENT

I. GENERAL INFORMATION

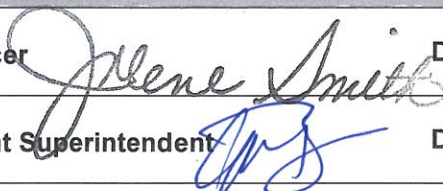

Program Information			
Date: 08/21/2017		Contract Number:	SA18-117-014
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Fax: N/A	(408) 296-5642
Email: tbielecki@mvwsd.org	N/A

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Signature	
Jolene Smith FIRST 5 Santa Clara County Chief Executive Officer	 Date: 8/31/17
Cathy Baur Mountain View Whisman School District Assistant Superintendent	 Date: 9/18/17

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Total agreement not to exceed:				\$7,059.00

