

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITY OF SOUTH SAN FRANCISCO**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of South San Francisco, 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 TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000). 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, 2023 through June 30, 2024.

## **5. Termination**

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency, or 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,

regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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 also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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: Claire Cunningham, Director of the Human Services Agency  
Address: 1 Davis Drive, Belmont, CA 94002  
Telephone: (650) 363-4795  
Email: ccunningham@smcgov.org

In the case of Contractor, to:

Name/Title: Mike Futrell, City Manager  
Address: P.O. Box 711, South San Francisco, CA 94083  
Telephone: (650) 877-8500  
Email: mike.futrell@ssf.net

**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](http://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](http://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 SOUTH SAN FRANCISCO**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

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**For County:**

\_\_\_\_\_  
(Signature)  
Authorized Designee  
County of San Mateo

\_\_\_\_\_  
Date

**CLAIRE CUNNINGHAM**

\_\_\_\_\_  
(please print name)  
Authorized Designee  
County of San Mateo

**DIRECTOR, HUMAN SERVICES AGENCY**

\_\_\_\_\_  
Job Title (please print)

## 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, 2023 – June 30, 2024)

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

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

### **1. THE BIG LIFT INITIATIVE PROGRAM OVERVIEW**

The Big Lift is a collective impact initiative in which 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 the San Mateo County Office of Education (SMCOE) and the County of San Mateo (County), and funding for this agreement is made available through San Mateo County Measure K tax dollars. The Big Lift is operating with a new strategic plan for the years 2023-2026 with four Mission Strategies designed to achieve TBL's mission and four Infrastructure Strategies to strengthen governance collaboration and resource management.

#### **2023-2026 Big Lift Mission Strategies**

- 1) Develop and Operationalize an Equity Framework: to provide clear guidance on how equity is addressed throughout The Big Lift initiative
- 2) Build a PreK-3 focus on Literacy and Instructional Quality and Alignment: to ensure that targeted language and literacy instruction is aligned with the science of reading in PreK-3 grade classrooms
- 3) Ensure High Quality Summer Learning Experiences: to provide summer learning programs to targeted children in Big Lift districts to contribute to 3<sup>rd</sup> grade reading outcomes
- 4) Build Focus on Family Engagement in Literacy Development: to partner and engage with parents around their children's literacy development and the importance of regular attendance in school

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 and maintains rigorous and ongoing evaluation for continuous improvement.

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 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 Medium Income thresholds as defined here: <https://www.smcgov.org/housing/income-rent-limits>

## **II. CONTRACTOR REQUIREMENTS**

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

- a. **Licensure in Good Standing:** Preschools 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 includes, 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 submission 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 The Big Lift program.
- f. Communication Collaboration: Contractor must participate in The Big Lift’s efforts to disseminate information about Big Lift’s 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, work collaboratively with SMCOE and the County of San Mateo, to participate in evaluation efforts, contribute to the larger Big Lift community collaborative, and to be active partners in leading this effort.

### III. CONTRACTORS GOALS AND ACTIVITIES

Contractors agree to work towards the following four goal areas by completing the major activities listed as follows:

<b>1. Collective Impact Goal: Big Lift activities are aligned from preschool through third grade, and the community is making steady progress towards third grade reading proficiency for all children.</b>
<ul style="list-style-type: none"> <li>a. Participate in the countywide Big Lift Collaborative meetings, Knowledge Network contractor meetings, and local Big Lift collaborative meetings to partner and collaborate on aligned preschool to third grade literacy goals</li> </ul>

<b>2. Preschool /TK Literacy Goal: Big Lift programs provide high quality preschool spaces with an intentional, targeted and specific focus on the five core predictors of third grade reading</b>
<ul style="list-style-type: none"> <li>a. Provide 20 preschool spaces with Big Lift literacy supports for 3-and 4-year old children, with a minimum of 95% in-person enrollment by October 31, 2023</li> <li>b. Preschool classrooms must use language and literacy curricula and instructional strategies that address the five core predictors of third grade reading, and that have an identified scope and sequence. This will include an identified and intentional strategy to build background knowledge, vocabulary development, oral language and the alphabetic principle.</li> </ul> <p>Required activities to meet this objective include the following:</p> <ul style="list-style-type: none"> <li>I. Identify an agency-wide early literacy lead who will be an internal literacy content expert, support staff in implementing language and literacy related objectives, and attend Big Lift meetings and professional learning communities. This individual should be empowered to make instructional decisions on behalf of the agency, and be able</li> </ul>

to devote ~2-4 hours/week (or more, if desired) toward leading early literacy activities program wide.

- II. At least 50% of classrooms will participate in FluentSeeds/SEEDS for Learning and/or the Early Learning/Professional Corps programs
  - i. As part of participation in FluentSeeds or Early Learning/Professional Corps, classrooms will be supported to conduct supplemental language and literacy assessments (IGDIs or PELI) and will plan and implement small group and one-on-one language and literacy supports and interventions for children who are below benchmark levels

**3. Family Engagement in Preschool Goal: Families have the tools and information they need to promote literacy at home, and 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 San Mateo County Library (SMCL) and communicate with SMCL for training support where needed to ensure fidelity to the RAR national program. Program model includes 3 family engagement events (including a Family Kick-Off event, connection events to the library/library service and resources), assistance with receiving SMCL service visits, and RAR book bags rotated regularly
- b. Implement READY4K! family engagement text messaging program for children in all Big Lift preschool spaces (SMCOE will administer the program on behalf of programs)
- c. Designate family engagement leadership staff to participate in Big Lift alignment activities to improve and deepen family support practices across programs. Alignment work will focus on family supports that help reduce parent stress and bolster family wellbeing and, in turn, child development. These include: 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. In consultation with families, identify and schedule community building activities and/or evidence based or research-based parent education in accordance with families’ stated interests and needs, with support from SMCOE.

**4. 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. Implement data-sharing agreements with SMCOE and Big Lift evaluators
- b. Complete Big Lift preschool data requirements, including those specified in “Data Collection Activities for The Big Lift Preschool Grantees – School Year Checklist”



c. Collect and enter individual level data on children, families and teachers into the Vertical Change data system for Big Lift preschool participants, including attendance data (SMCOE will import all available data from NoHo and/or ChildPlus to assist with this)
d. With support from FluentSeeds and/or Early Learning/Professional Corps, implement the supplemental literacy assessment the PELI or IGDIs three times per year in preschool classrooms participating in FluentSeeds and/or Early Learning/Professional Corps

**III. CONTRACTOR REPORTING REQUIREMENTS**

- a. Progress Reports: Contractors will be 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. Contractors will also be 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:
  - i. January 31<sup>st</sup>: Midyear Narrative & Budget Report
  - ii. July 31<sup>st</sup>: Year-end Narrative & Budget Report
  
- b. 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:
  - i. October 31<sup>st</sup>: Term of July 1<sup>st</sup> – September 30<sup>th</sup>
  - ii. January 31<sup>st</sup>: Term of October 1<sup>st</sup> – December 31<sup>st</sup>
  - iii. April 30<sup>th</sup>: Term of January 1<sup>st</sup> – March 31<sup>st</sup>
  - iv. July 31<sup>st</sup>: Term of April 1<sup>st</sup> – June 30<sup>th</sup>

Contract period: July 1, 2023 to June 30, 2024

- c. Record Retention: As a Contractor, it is important to maintain financial records, supporting documents, and all other records pertinent to your Agreement. Contractors 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, County shall pay Contractor based on the budget identified below.

The Program Budgets below provide a not-to-exceed amount for each program. Funding may be shifted within sections of the budget for a particular Program Budget without prior County approval. Funding may be shifted between sections 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 \$220,000 without prior written consent of County in the form of an amendment to this Agreement.

### CONTRACTOR BUDGET

#### P-3 Literacy & Collective Impact Program

<b>I. PERSONNEL</b>			
<u>Position Title</u>	<u>Salary Range</u>	<u># FTEs</u>	<b>Total</b>
A. Preschool Teacher 2	73,132.80	2	146,265.60
B. Recreation Leader	48,464.00	1	48,464.00
Benefits @ 12.5%			24,341.20
<b>Subtotal - Personnel</b>			<b>219,070.80</b>

<b>II. OPERATING EXPENSES</b>		
A. Office Supplies and Materials		929.20
<b>Subtotal - Operating Expenses</b>		<b>929.20</b>

<b>III. INDIRECT COSTS (Include indirect rate below)</b>		
<b>Subtotal - Indirect Costs</b>		<b>\$ 0.00</b>

<b>IV. BIG LIFT P-3 PROGRAM TOTAL COSTS</b>		
<b>Total of sections I - IV</b>		<b>\$ 220,000.00</b>

