

COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST				REQUEST NO. ATR24-BJ701	
DEPARTMENT: Non-Departmental Services				DATE: 06/26/24	
1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:					
	CODES			AMOUNT	DESCRIPTION
	FUND or ORG	ACCOUNT	JL ORG CODE Measure K only		
FROM	80110	1135	NDSCA	1,000,000.00	Measure K; Promise Scholars Program
TO	80110	6263	NDSCA	1,000,000.00	Measure K; Promise Scholars Program
Justification (Attach Memo if Necessary): See attached memorandum and supporting documentation.					
DocuSigned by:					
DEPARTMENT HEAD Michael Bolander				DATE 6/26/2024	
<small>E44D1B0B9C024CD</small>					
2. <input type="checkbox"/> Board Action Required <input checked="" type="checkbox"/> Four-Fifths Vote Required <input type="checkbox"/> Board Action Not Required					
Remarks:					
DocuSigned by:					
COUNTY CONTROLLER Ngoc Nguyen				DATE 6/28/2024	
<small>311A76FBA8404C2</small>					
3. <input checked="" type="checkbox"/> Approve as Requested <input type="checkbox"/> Approve as Revised <input type="checkbox"/> Disapproved					
Remarks:					
DocuSigned by:					
COUNTY EXECUTIVE Roberto Mandua				DATE 7/1/2024	
<small>5178A926843D471</small>					

DO NOT WRITE BELOW THIS LINE – FOR BOARD OF SUPERVISORS USE ONLY

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Executive has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Executive be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____ 20 ____

AYES and in favor of said resolution:

NOES and against said resolution:

Supervisors: _____

Supervisors: _____

 Absent _____
 Supervisors: _____

 PRESIDENT, BOARD OF SUPERVISORS
 COUNTY OF SAN MATEO

ATTEST: _____
 Clerk of Said Board



COUNTY OF SAN MATEO
Inter-Departmental Correspondence

Non-Departmental Services

DATE: June 26, 2024

BOARD MEETING DATE: September 24, 2024

TO: Robert Manchia, Chief Financial Officer
FROM: Michael Bolander, Principal Management Analyst
SUBJECT: Countywide Year-End ATR
Measure K, College for All Initiative

Recommendation

Approve an Appropriation Transfer Request recognizing unanticipated Measure K revenue in the amount \$1,000,000 from Measure K Reserves to Non-Departmental Services for the FY 22-23 Promise Scholars Program

Background/Discussion

On September 14, 2001, your Board approved an allocation of \$2,000,000 in Measure K funds to the San Mateo Community College District (SMCCD) to support the Promise Scholars Program (PSP). The PSP provided up to three years of financial, academic, and personalized student services for first time, full time SMCCD students who have, as an educational goal, earning a certificate or associate degree. The PSP will serve approximately 500 students across the district's three colleges.

Payment for the first year, FY 2021-22, was made to the SMCCD using the Measure K allocation, however, the county received the invoice for FY 2022-23 in FY 2023-24 and the Measure K funds for the Program were not rolled over to FY 2023-24. The County did make the FY 2022-23 payment using the General Fund and now the Measure K budget needs to be increased to reimburse the General Fund for covering this expense.

Fiscal Impact

Approval of the Appropriation Transfer Request will recognize Unanticipated Measure K revenue in the amount of \$1,000,000 from Measure K Reserves to Non-Departmental Services for the Promise Scholars Program. There are sufficient funds in Measure K Reserves to cover this action.



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY MANAGER

File #: 21-669

Board Meeting Date: 9/14/2021

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Michael P. Callagy, County Manager

Subject: **Measure K:** Agreement with the San Mateo County Community College District

RECOMMENDATION:

Measure K: Adopt a resolution authorizing an agreement with the San Mateo County Community College District to support the Promise Scholars Program for an amount not to exceed \$2,000,000 for the term July 1, 2021 through June 30, 2023.

BACKGROUND:

On March 9, 2021 and March 23, 2021, the Board of Supervisors held two study sessions at its regularly scheduled public meetings at which the County Manager's Office presented on anticipated **Measure K** revenues and Board priorities for **Measure K** allocations for the upcoming FY 2021-23 budget cycle. At these meetings, the County Manager's Office stated that there was an estimated \$13 million in **Measure K** funding each fiscal year for one-time expenditures available for Board prioritization. After these study sessions, the Board directed the County Manager's Office to take appropriate actions for the Board to allocate \$1 million each fiscal year of this available funding (i.e., in FY 2021-2022 and 2022-2023) to support college education for all.

DISCUSSION:

To remove barriers to attending community college and progressing through college and to increase student completion rates, the San Mateo County Community College District (SMCCCD) has created the Promise Scholars Program (PSP). The PSP is modeled on the City University of New York's Accelerated Studies for Associates Program, - a proven model that significantly increases graduation rates for full-time students over a three-year period.

The PSP provides up to three years of financial, academic and personalized student services for first time, full-time SMCCCD students who have, as an educational goal, earning a certificate or associate degree. The PSP is designed to remove barriers that too often prevent students from successfully achieving their educational goals. The program includes the Promise Scholarship, a dedicated counselor-delivering, personalized academic and socio-cultural support, and performance-centered interventions. SMCCCD Promise Scholars also receive a monthly incentive (\$50 for either

transportation or meal plan support), a voucher for books and course materials, and access to loaned laptops. The primary goal of PSP is to triple students' current two-year and three-year graduation rates.

SMCCCD estimates it will have served 2,000 students through PSP in FY 2020-21. While funding for PSP comes from multiple sources, San Mateo County **Measure K** funding will allow the PSP to support approximately 500 additional students across the district's three colleges in FY 2021-22 and FY 2022-23. **Measure K** funds will be used to provide students with the PSP support described above (i.e., tuition, academic support, textbooks, and monthly incentives).

FISCAL IMPACT:

Measure K funding for the PSP in the amount of \$1,000,000 each year has been included in the Non-Departmental Services Approved Recommended Budget for FY 2021-22 and FY 2022-23. There is no Net County Cost associated with this Agreement.

80110-6263 NDSCA-MAC60

Agreement No. _____ Resolution No. 078369

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

This Agreement is entered into this 14 day of September, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and San Mateo County Community College District, hereinafter called "SMCCCD" or "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 to provide the Promise Scholars Program for approximately 500 students of Canada College, College of San Mateo and Skyline College.

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

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 MILLION DOLLARS (\$2,000,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the

County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

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

5. Termination

This Agreement may be terminated by Contractor or by the County Manager or his 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

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 two-hundred thousand dollars (\$200,000), 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: Michael P. Callagy, County Manager
Address: 400 County Center, 1st Floor, Redwood City, CA 94063
Telephone: (650) 363-4129
Email: mcallagy@smcgov.org

In the case of Contractor, to:

Name/Title: Michael Claire, Chancellor
Mitchell Bailey, Vice Chancellor and Chief of Staff
Address: 3401 CSM Drive, San Mateo, CA 94402
Telephone: (650) 574-6550/ 574-6510
Facsimile: (650) 574-6574
Email: baileym@smccd.edu

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.

* * *

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

For Contractor: SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT



Contractor Signature

August 18, 2021
Date

Bernata Slater, Chief Financial Officer
Contractor Name (please print)

COUNTY OF SAN MATEO

By:  Resolution No. 078369
President, Board of Supervisors, San Mateo County

Date: September 14, 2021

ATTEST:

By: 
Clerk of Said Board

Exhibit A

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

Contractor shall use the funds provided pursuant to this Agreement to support SMCCCD's Promise Scholars Program ("Program"). Contractor will use these funds to provide up to three (3) academic years of financial, academic, and personalized student services for up to 500 first time, full-time San Mateo County Community College District ("SMCCCD") students who have as an educational goal to earn a certificate or associate degree. Up to 500 students may be enrolled and supported in the Program beginning during the 2021-2022 academic year and will be supported for up to three (3) academic years.

The Promise Scholars Program will provide each enrolled student includes the Promise Scholarship, a dedicated counselor who will deliver to the enrolled student personalized academic and socio-cultural support, and performance-centered interventions. All students' fees will be covered from the funds paid to contractor pursuant to this Agreement. In addition, each enrolled student will receive from these funds up to \$750 per academic year for textbooks or other instructional materials and a support incentive of \$50 per month provided for 10 academic months for basic needs (e.g., transportation, meals, etc.). Any funds paid to Contractor that remain after the above Program expenses are paid will be made available to contractor for program support, as needed. In addition, enrolled students will receive access to loaned laptop computers.

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:

County will pay Contractor \$1,000,000 during each of the fiscal years during the term of this Agreement (i.e., \$1,000,000 will be paid during the 2021-2022 fiscal year and \$1,000,000 will be paid during the 2022-2023 fiscal year). Payments will be made to Contractor upon County's receipt of semi-annual invoices and payable within 30 days of receipt of invoice. Contractor shall provide an invoice with a report to the County that reflects the number of students enrolled and served in the Program during the fiscal year, as well as how the funds to be paid by the County have or will support up to five hundred students enrolled in the Program during the fiscal year, as described in Exhibit A to this Agreement. In no event shall the County's fiscal obligation for the term of the Agreement exceed a total of two million dollars.

RESOLUTION NO. 078369

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE SAN MATEO COUNTY
COMMUNITY COLLEGE DISTRICT TO SUPPORT THE PROMISE SCHOLARS
PROGRAM FOR AN AMOUNT NOT TO EXCEED \$2,000,000 FOR THE TERM JULY
1, 2021 THROUGH JUNE 30, 2023**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Measure K is the half-cent general sales tax initially approved by San Mateo County voters in November 2012, and extended in November 2016 for a total of thirty years; and

WHEREAS, the Board and County staff have conducted study sessions and community outreach efforts to inform priorities for **Measure K** spending; and

WHEREAS, on March 9, 2021, and March 23, 2021, the Board held study sessions on **Measure K** expenditures and anticipated revenue for fiscal years (FY) 2021-23, and the Board instructed County staff to take appropriate actions for the Board to allocate \$1,000,000 each fiscal year for FYs 2021-2022 and 2022-2023 to support college education for all; and

WHEREAS, the Promise Scholars Program (PSP) of the San Mateo County Community College District (SMCCCD) is modeled on the City University of New York's Accelerated Studies for Associates Program, which has proven successful in significantly increasing full-time students' graduation rates over a three-year period; and

WHEREAS, PSP provides up to three years of financial, academic and personalized student services to first time, full-time SMCCCD students who have, as an educational goal, the earning of a certificate or associate degree; and

WHEREAS, the Board of Supervisors wishes to allocate \$1,000,000 in Measure K funding each fiscal year in FY 2021-2022 and FY 2022-2023 provided that such Measure K funding shall be used to support college education for all through the PSP; and

WHEREAS, this Board has been presented with a form of such agreement and has examined it and approved it both to form and content and desired to enter into it.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board hereby allocates \$2,000,000 in Measure K funding to the SMCCCD, as described herein, and the President of the Board of Supervisors is hereby authorized and directed to execute said agreement with SMCCCD for and on behalf of the County to support the Promise Scholars Program for an amount not to exceed \$2,000,000 and for the term of July 1, 2021 through June 30, 2023 and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED, that the County Manager or designee is authorized to execute amendments to the agreement which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services as long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

RESOLUTION NUMBER: 078369

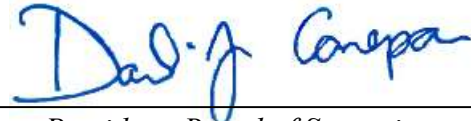
Regularly passed and adopted this 14th day of September, 2021

AYES and in favor of said resolution:

Supervisors: _____ *DAVE PINE*
_____ *CAROLE GROOM*
_____ *DON HORSLEY*
_____ *WARREN SLOCUM*
_____ *DAVID J. CANEPA*

NOES and against said resolution:

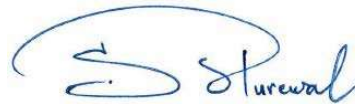
Supervisors: _____ *NONE*



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Assistant Clerk of the Board of Supervisors