

**MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE COUNTY OF SAN MATEO
 (“COUNTY”) AND THE SAN MATEO COUNTY LIBRARIES (“SMCL”) IN SUPPORT AND IN FURTHERANCE
 OF “THE BIG LIFT” INITIATIVE**

WHEREAS, since 2016, the San Mateo County Libraries (SMCL) has subcontracted with The Big Lift to operate The Big Lift Inspiring Summers program across seven school districts in collaboration with school staff and community partners to curb learning loss in the summers between entering kindergarten and third grade; and

WHEREAS, the Measure K funding payment mechanism to SMCL was historically through the Silicon Valley Community Foundation (SVCF) as a portion of the entire Measure K allocation for The Big Lift; and

WHEREAS, the Library was not paid for the Big Lift Inspiring Summers Program in FY 2017-18; and

WHEREAS, the Library was not coding FY 2017-18 expenditures to Measure K JL Codes; and

WHEREAS, the County will retroactively pay SMCL for FY 2017-18.

WHEREAS, beginning FY 2018-19 the County will pay SMCL directly instead of through the SVCF; and

WHEREAS, from July 01, 2018- February 21, 2019, the Library was not coding FY 2018-19 expenditures to Measure K JL Codes; and

WHEREAS, the Library needs to be paid for FY 2018-19 out of Measure K funds; and

WHEREAS, beginning February 22, 2019 the library will be paid on a reimbursement basis using a Measure K JL Code.

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants and conditions herein contained, County and SMCL agree to the following:

1. COUNTY OF SAN MATEO’S RESPONSIBILITIES:

- a. Pursuant to the terms of this MOU, provide funding, including retroactive funding for FY 2017-18, to SMCL directly for costs incurred associated with The Big Lift Inspiring Summers program (BLIS); funds will be deducted from the County’s appropriated funds for The Big Lift based on the SMCL budget approved by the County. In no event shall the County’s total fiscal obligation under this MOU exceed \$401,922 for FY 2017-18 and \$1,088,012 for FY 2018-19. The County’s fiscal obligation under this MOU is an estimated \$1,088,012 for FY 2019-20, and an estimated \$1,088,012 for FY 2020-21.
- b. Analyze invoices and reimburse SMCL for appropriate expenditures (i.e., supplies, contracts, salaries and benefits of permanent staff, and salaries and benefits of extra-help staff only in support of the Inspiring Summers program).

2. SAN MATEO COUNTY LIBRARIES’ RESPONSIBILITIES:

- a. Serve as the lead planning agency in the coordination of the Big Lift Inspiring Summers Program

- i. Serve as the direct point of contact for school districts in the outreach, recruitment and enrollment of summer participants. Manage BLIS enrollment software, provide technical assistance to school districts using the online system. Provide translated outreach and marketing materials to districts. Support school district's enrollment process through emails, texts and phone calls to families (if necessary).
- b. Lead program planning meetings
- c. Recruit, hire, execute background checks and secure negative TB clearance for all Part-Day Facilitators at all BLIS sites (up to 65 part-day facilitators)
- d. Recruit, hire, execute background checks and secure negative TB clearance for all Full-Day Facilitators at all BLIS sites (up to 65 full-day facilitators)
- e. Recruit, hire, execute background checks and secure negative TB clearance for all Floater teaching positions (9 floaters, one per Inspiring Summers site)
- f. Provide coaches for afternoon program at all BLIS sites (9 coaches). Ensure all coaches have the proper background checks and secure negative TB clearance for all coaches positions
- g. Recruit, hire, execute background checks and secure negative TB clearance for all Meal Service staff positions at 3 sites (6 positions)
- h. Maintain employee records for full-day facilitators, part-day facilitators, floaters and afternoon coaches
- i. Train all staff facilitators and coaches to deliver high quality and safe afternoon programs and meals
- j. Maintain scholar safety and adult-child ratios 2:18 for Rising K and 2:21 for Rising 1st and 2nd
- k. Secure materials and supplies needed for afternoon program
- l. Effectively communicate with all partners (County, SVCF, Building Educated Leaders for Life (BELL), all seven participating school districts, and San Mateo County Office of Education district representatives)
- m. Cooperate and coordinate with all media and outreach efforts of The Big Lift
- n. Code all Big Lift expenditures under the defined Measure K JL code LIBBL

3. COMPENSATION

- a. The County will pay SMCL \$401,922 for FY 2017-18, up to \$1,088,012 for FY 2018-19, an estimated \$1,088,012 for FY 2019-20 and an estimated \$1,088,012 for FY 2020-21 in accordance with The Big Lift budgets.
- b. The County shall disburse funds to SMCL upon receipt of invoices. Invoices should be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary reports. The County reserves the right to change the disbursement method during the term of this MOU.
- c. Invoices should be (1) on SMCL's official letterhead, (2) include date of invoice, amount requested, and Agreement number, and (3) submitted to the attention of:

Heather Ledesma, Principal Management Analyst
400 County Center, 1st Floor, Redwood City, CA 94063

Ph: (650) 363-4174

Email: hledesma@smcgov.org

4. TERM & TERMINATION

Subject to compliance with all terms and conditions, the term of this MOU shall begin on the date of execution by the Parties through June 30, 2021. This MOU will not automatically renew, nor shall it create any reliance on the possibility of future funding.

County may terminate this MOU based upon the unavailability of Federal, State, or County funds by providing written notice to SMCL within a reasonable time after County learns of said unavailability of funding. SMCL acknowledges that this MOU may be subject to approval of the Board of Supervisors.

County may suspend and/or terminate this MOU if SMCL fails to comply with the terms of this MOU and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require SMCL to return some or all funds disbursed under this MOU.

Library may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the Library, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from notice. In the event of termination, the Library shall be paid for all work performed until termination.

THIS MOU IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.



San Mateo County Libraries

3/21/19

Date

San Mateo County

Date