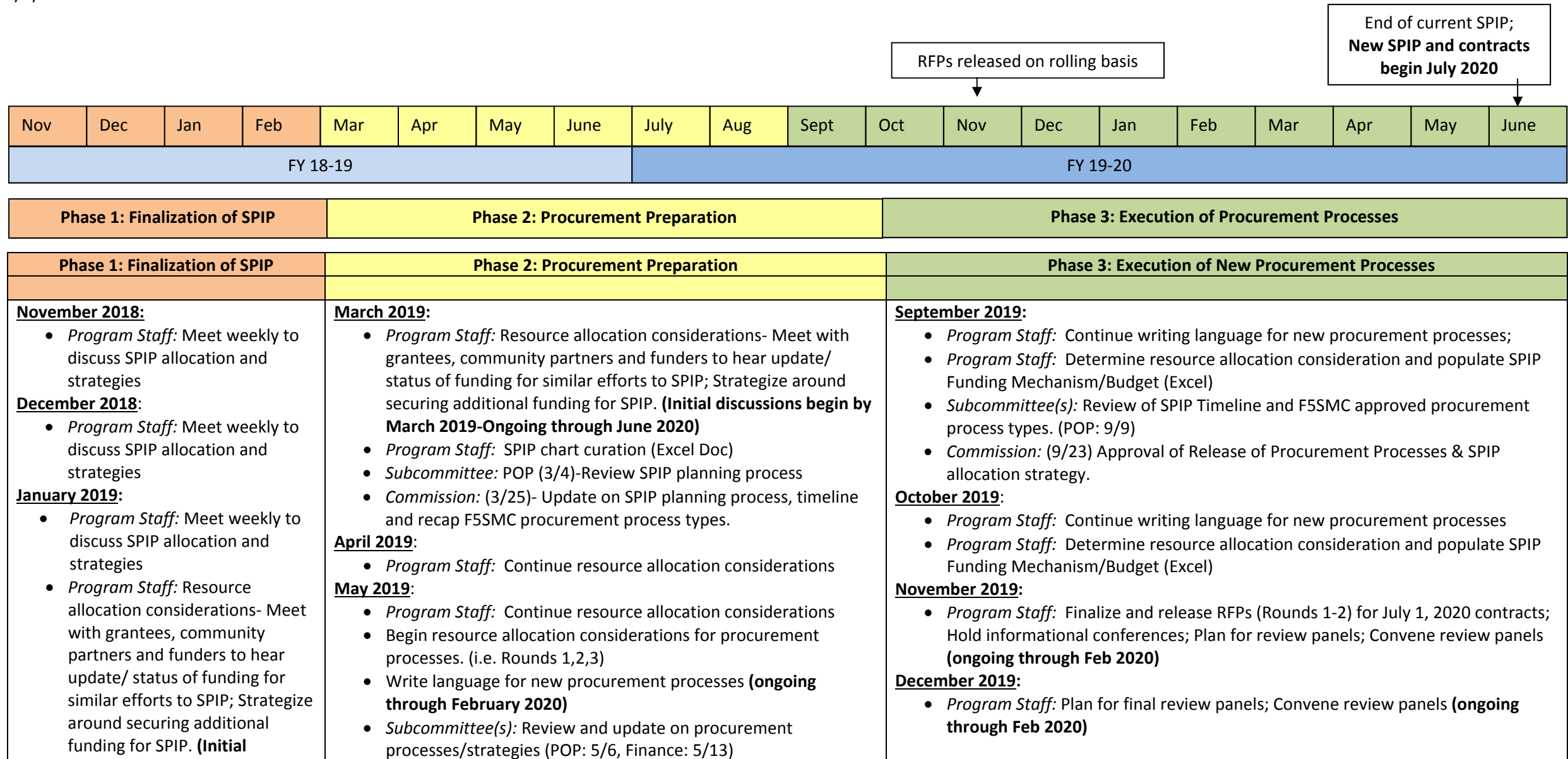


**Strategic Plan Implementation Plan (SPIP)  
FY 2018-2020 Planning Timeline**

9/5/19



**Strategic Plan Implementation Plan (SPIP)  
FY 2018-2020 Planning Timeline**

**Attachment 3**

9/5/19

<p><b>discussions begin by March 2019-Ongoing through June 2020)</b></p> <p><b>February 2019:</b></p> <ul style="list-style-type: none"> <li>• Begin SPIP chart curation (Excel Doc)</li> <li>• <i>Program Staff:</i> Resource allocation considerations- Meet with grantees, community partners and funders to hear update/ status of funding for similar efforts to SPIP; Strategize around securing additional funding for SPIP. <b>(Initial discussions begin by March 2019-Ongoing through June 2020)</b></li> </ul>	<p><b>June 2019:</b></p> <ul style="list-style-type: none"> <li>• Write language for new procurement processes <b>(ongoing through Oct 2019)</b></li> </ul> <p><b>July 2019:</b></p> <ul style="list-style-type: none"> <li>• Write language for new procurement processes <b>(ongoing through Oct 2019)</b></li> <li>• Begin resource allocation considerations for procurement processes. (i.e. Rounds 1,2,3)</li> </ul> <p><b>Aug 2019:</b></p> <ul style="list-style-type: none"> <li>• Write language for new procurement processes <b>(ongoing through Oct 2019)</b></li> <li>• Begin resource allocation considerations for procurement processes. (i.e. Rounds 1,2,3)</li> </ul>	<ul style="list-style-type: none"> <li>• Hold informational conferences; Plan for review panels; Convene review panels <b>(ongoing through Feb 2020)</b></li> </ul> <p><b>January 2020:</b></p> <ul style="list-style-type: none"> <li>• <i>Program Staff:</i> Convene review panels <b>(ongoing through Feb 2020)</b></li> <li>• Hold informational conferences; Plan for review panels; Convene review panels <b>(ongoing through Feb 2020)</b></li> <li>• Finalize and release RFPs (Rounds 2-3) for July 1, 2020 contracts;</li> </ul> <p><b>February 2020:</b></p> <ul style="list-style-type: none"> <li>• <i>Program Staff:</i> Convene review panels <b>(ongoing through Feb 2020)</b></li> <li>• Finalize and release RFPs (Rounds 2-3) for July 1, 2020 contracts;</li> </ul> <p><b>March 2020:</b></p> <ul style="list-style-type: none"> <li>• <i>Program Staff:</i> Determine which agencies need advance notice regarding funding</li> <li>• <i>Commission/Subcommittees:</i> Final funding recommendations made/approved (2020 meeting dates not available yet)</li> </ul> <p><b>April 2020:</b></p> <ul style="list-style-type: none"> <li>• <i>Program Staff:</i> Contract negotiations begin</li> <li>• <i>Program and Fiscal staff:</i> Contract Execution</li> <li>• <i>Commission:</i> Contracts approved for RFPs (Round 1, 2)</li> </ul> <p><b>May 2020:</b></p> <ul style="list-style-type: none"> <li>• <i>Program Staff:</i> Appeals, contract negotiations complete</li> <li>• <i>Program and Fiscal staff:</i> Contract Execution (Round 1-3)</li> <li>• <i>Commission:</i> ALL contracts for FY 20-21 approved (Round 3 and any remaining)</li> </ul> <p><b>June 2020:</b></p> <ul style="list-style-type: none"> <li>• <i>Program and Fiscal Staff:</i> Contract Execution (Rounds 1-3)</li> </ul> <p><b>July 2020:</b></p> <ul style="list-style-type: none"> <li>• Strategic Plan and SPIP 2020-2025</li> </ul>
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**Date:** September 9, 2019

**To:** Program, Operations and Planning Subcommittee

**From:** Kitty Lopez, Executive Director

**Re:** Review and Recommend Approval of Build Up for San Mateo County's Children Capital Fund Memorandum of Understanding between the Child Care Coordinating Council, Silicon Valley Community Foundation and First 5 San Mateo County.

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## **BACKGROUND**

San Mateo County has an early education care shortage crisis affecting families' economic opportunities, and children's learning during critical development stages from birth to age 12. Launched as a collective impact initiative in 2017, Build Up for San Mateo County's Children combines advocacy, technical assistance and funding to develop and maintain preschool and infant toddler child care spaces. First 5 San Mateo County (F5SMC) is the backbone agency and initial seed funder of the initiative.

Build Up is comprised of coordinated cross-agency paid staff, volunteer community advocates, and a high-level, cross-sector Advisory Body working with cities, developers, employers, school districts, and faith-based organizations to address this critical shortage. Strategies include:

- 1) Technical assistance to child care operators, developers, faith-based communities, school districts, and employers
- 2) Outreach to Cities and the County to help municipalities implement supportive practices and policies
- 3) Connect child care programs to capital funding**
- 4) Raise the visibility of the child care shortage and solutions within the community, region and statewide.

Build Up has an ambitious goal of creating 3000 new spaces by June 2020. Currently 1,477 new spaces have been created and 673 spaces have been preserved in the community.

## **DECISION REQUESTED**

Review for F5MC Commission Approval, a joint Memorandum of Understanding (MOU) between F5SMC, Child Care Coordinating Council (4Cs) and Silicon Valley Community Foundation (SVCF) for joint management of Build Up for San Mateo County Children's Capital Fund (Capital Fund). The Capital Fund will be used to fund capital projects for child care programs and distribute those funds to child care and early education providers for the purpose of covering capital costs related to maintaining and expanding child care and early education spaces in San Mateo County.

## **ISSUES TO CONSIDER**

- Previously, F5SMC had entered into a similar agreement with 4Cs and SVCF for the now defunct SmartKids Initiative. SmartKids generated capital to support the creation of 1500 new child care spaces over 10 years.
- F5SMC County Counsel has reviewed the MOU. See MOU – Attachment 4.1 for details.
- SVCF manages the Capital Fund and will secure funding from private donors.
- F5SMC and 4C's will work together to secure grant contributions the Capital Fund.

**RECOMMENDATION**

Review and recommend approval of the Memorandum of Understanding (MOU) between F5SMC, Child Care Coordinating Council (4Cs) and Silicon Valley Community Foundation (SVCF) for joint management of Build Up for San Mateo County Children's Capital Fund

**FISCAL IMPACT**

No Fiscal Impact.



**Memorandum of Understanding between First 5 San Mateo County, Child Care Coordinating Council of San Mateo County and Silicon Valley Community Foundation  
Re: Build Up For San Mateo County's Children Capital Fund**

This Memorandum of Understanding ("MOU"), dated June 1, 2019, between First 5 San Mateo County ("F5SMC"), Child Care Coordinating Council of San Mateo County ("4Cs") and Silicon Valley Community Foundation Community ("SVCF") (collectively, the "Parties") sets forth the respective responsibilities of each Party related to their joint management of Build Up for San Mateo County Children's Capital Fund (the "Capital Fund"), which is comprised of two SVCF funds, namely the Marie Russell Child Care Facilities Fund and the 4Cs/F5SMC Facilities Fund, and will be used to address and remedy the extreme shortage of child care facilities in San Mateo County.

**I. Recitals**

**II.**

**WHEREAS**, the Capital Fund is a result of and is mapped to the Build Up for San Mateo County's Children Initiative, a coordinated, cross-agency initiative of paid staff, volunteer community advocates, and a high-level, cross-sector advisory body that works with cities, developers, employers, school districts and faith-based organizations to increase child care; and

**WHEREAS**, the goals of the Build Up for San Mateo County Children's Initiative (the "Initiative") are to (1) work across sectors to reuse/re-designate existing space to increase the number of early learning spaces, (2) work with the County of San Mateo and cities within the County on policies and incentives to prioritize child care in future development, (3) engage large employers to create new child care facilities for their employees, and (4) generate revenue for facility development and assist providers in drawing down existing funds; and

**WHEREAS**, the activities of the Initiative include providing technical assistance to child care operators, developers, faith-based communities, school districts and employers; providing outreach to cities and the County to help municipalities implement supportive practices and policies; connecting child care programs to capital funding and raising the visibility of the child care shortage and proposed solutions within the community; and

**WHEREAS**, the Capital Fund will be used to fund capital projects for child care programs and distribute those funds to child care and early education providers for the purpose of covering capital costs related to maintaining and expanding child care and early education opportunities in San Mateo County; and

**WHEREAS**, the Capital Fund will follow a collective impact model, with direct fund administration jointly shared by F5SMC, 4Cs, and SVCF) and with input from a multi-sectored planning committee and advisory committee, that includes funders, government leaders, non-profit and community leaders, real estate developers and other interested parties;

**NOW THEREFORE**, the Parties agree to be bound by the following terms in this MOU:

**III. Silicon Valley Community Foundation Center for Early Learning**

- Serve on the Committee Advised Fund group, acting as a fund advisor and representative, for the Capital Fund with F5SMC and 4Cs.
- Identify, as appropriate, how to coordinate contributions into and distribution from the Marie Russell Child Care Facilities Fund and the 4Cs/F5SMC Facilities Fund that make up the Capital Fund.
- Secure grant contributions into the Capital Fund.
- Serve as fiscal agent to hold, manage, disburse, and report on the San Mateo County Build Up Capital Fund

**IV. F5SMC's Responsibilities:**

- Serve on the Committee Advised Fund group, acting as a fund advisor and representative, for the Capital Fund with SVCF and 4Cs.
- Pass-through \$50,000 from Gilead Sciences Inc. grant award to establish the Capital Fund.
- Secure grant contributions into the Capital Fund.
- Identify, as appropriate, how to coordinate contributions into and distribution from the Marie Russell Child Care Facilities Fund and the 4Cs/F5SMC Facilities Fund that make up the Capital Fund.

**V. 4Cs' Responsibilities:**

- Serve on the Committee Advised Fund group, acting as a fund advisor and representative, for the Capital Fund with SVCF and F5SMC.
- Act as the primary contact for the Capital Fund, serving as a representative of the Capital Fund and communicating recommendations of the committee members.
- Secure grant contributions into the Capital Fund.
- Identify, as appropriate, how to coordinate contributions into and distribution from the Marie Russell Child Care Facilities Fund and the 4Cs/F5SMC Facilities Fund that make up the Capital Fund.
- Temporarily hold, manage, disburse and report on the Capital Fund as needed.

**VI. Other Terms:**

- Contract Term and Termination.** The term of this MOU shall run from June 1, 2019 through June 30 2025, unless any Party notifies the other Parties, in writing, of its election to terminate the MOU: (a) at least thirty (30) days if its election to terminate is due to a lack of funds, or (b) at least sixty (60) days in advance if its election to terminate is for any other reason.
- Board or Governing Body Approval for All Parties.** The MOU shall not be binding on any of the Parties unless and until each of the Parties has obtained approval of this MOU from its governing board or body as necessary (for the F5SMC, the F5SMC Commission).
- Modification of this MOU.** This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this MOU.
- Choice of Law; Venue.** The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Mateo County Superior Court.
- Construction.** All section headings are for reference only and shall not be considered in construing this MOU.

- f. **Entire Agreement.** This MOU sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section V.b. above entitled “Modification of this MOU.”
- g. **Cooperative Drafting.** This MOU has been drafted through a cooperative effort of all the Parties, and all the Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.
- h. **Representation re Authority of Parties/Signatories.** Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the MOU and the performance of such Party’s obligations hereunder have been duly authorized and that the MOU is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- i. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU effective the date first mentioned above.

**First 5 San Mateo County**

By: \_\_\_\_\_  
Kitty Lopez, Executive Director Date

**Child Care Coordinating Council of San Mateo County**

By: \_\_\_\_\_  
David Fleishman, Executive Director Date

**Silicon Valley Community Foundation**

By: \_\_\_\_\_  
Avo Makdessian, Vice-President Date