

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: LIBRARY

BOARD AGENDA # *B-11

Urgent _____ Routine X

AGENDA DATE September 18, 2001

CEO Concurs with Recommendation YES *ght* NO _____
(Information Attached)

4/5 Vote Required YES _____ NO ✓

SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE STANISLAUS COUNTY LIBRARY AND THE STANISLAUS LITERACY CENTER EXPRESSING THE PARTIES' INTENT TO "PARTNER" FOR THE DELIVERY OF ADULT LITERARY SERVICES AND MAKING THE COUNTY ELIGIBLE FOR ADDITIONAL STATE LIBRARY LITERACY FUNDS

STAFF
RECOMMEN-
DATIONS:

1. AUTHORIZE THE INTERIM LIBRARY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE STANISLAUS COUNTY LIBRARY AND THE STANISLAUS LITERACY CENTER EXPRESSING THE PARTIES' INTENT TO "PARTNER" FOR THE DELIVERY OF ADULT LITERARY SERVICES AND MAKING THE COUNTY ELIGIBLE FOR ADDITIONAL STATE LIBRARY LITERACY FUNDS.
2. AUTHORIZE LIBRARY STAFF TO COMPLETE AND SUBMIT AN APPLICATION TO THE CALIFORNIA STATE LIBRARY FOR LITERACY FUNDS

FISCAL
IMPACT:

Currently, the Stanislaus County Library receives \$29,660 from the California State Library to support adult literacy programs. By entering into this agreement with the Stanislaus Literacy Center, the Library will be eligible to apply for an additional \$25,000 in funds to support the County's adult literacy program.

BOARD ACTION AS FOLLOWS:

No. 2001-711

On motion of Supervisor Simon, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE STANISLAUS COUNTY LIBRARY AND THE STANISLAUS LITERACY CENTER EXPRESSING THE PARTIES' INTENT TO "PARTNER" FOR THE DELIVERY OF ADULT LITERARY SERVICES AND MAKING THE COUNTY ELIGIBLE FOR ADDITIONAL STATE LIBRARY LITERACY FUNDS

Page 2

DISCUSSION: For five years, the County Library's Read/Succeed literacy program has provided literacy services to Stanislaus County adults. The Stanislaus Literacy Center, a local non-profit organization, also provides literacy services to Stanislaus County adults. This agreement memorializes the intent of the parties to form a partnership to coordinate how literacy services are provided in Stanislaus County. Following adoption of this expression of mutual interest, the parties will begin to work on a contract that will define the roles and responsibilities the parties relating to the provision of adult literacy services.

Adoption of this Memorandum of Understanding will also make Stanislaus County eligible for additional State funding to support the adult literacy program. In the 01-02 budget, the County allocated \$137,115 for literacy services and the Library will be receiving a \$29,660 State Library grant to support the program. Following adoption of this Memorandum of Understanding, the County Library will be eligible to receive credit for the literacy program expenditures of the Stanislaus Literacy Center, thereby making the Library eligible to receive an additional \$25,000 from the California State Library for support of the literacy program.

As a part of this request, the Library is seeking authorization to apply to the California State Library for additional funds to support the literacy program.

POLICY ISSUES: Approval of this request will help promote efficient government operations, provide excellent community services and achieve multi-jurisdictional cooperation. By approving this agreement, the Board will be endorsing the effort to develop a formal partnership between a non-profit organization and a County department.

STAFFING IMPACT: There is no staffing impact associated with this request. While any future contract developed in accordance with the conceptual outline in this Memorandum of Understanding will address staffing issues, the intent is for the County to contract with the non-profit organization for services.

**Memorandum of Understanding
To Enter into an Agreement Between Stanislaus Literacy Center and
Stanislaus County Library**

This Memorandum of Understanding is made and entered into in the City of Modesto, State of California, as of the date shown below by and between Stanislaus Literacy Center hereafter referred to as "SLC" and Stanislaus County, hereinafter referred to as "the Library".

Whereas, the Literacy Center provides similar services as the Library's Read/Succeed Literacy Program;

Whereas, the Library and the Literacy Center seek to form a "partnership" to maximize the resources of both organizations in providing literacy services to the community;

Whereas, the parties seek funding from the State and, therefore, do not have the time to create a contract that will be completed and executed prior to the date necessary for funding; and

Whereas, the parties intend to explore other opportunities to coordinate services;

Wherefore, the parties enter into this MOU for the purpose of defining their intent to enter into a contract to form a "partnership" in providing the literacy services for the community.

Scope of Services:

1. SLC will provide management of literacy services for the Library's customers, including tutor recruitment, training and matching of students.
2. SLC will provide administrative services related to the literacy program, including providing Reports and Records as required.
3. SLC will provide grant writing for the Library, except for grants that must be Library grants, SLC will act as the fiscal agent on grants that do not require the county to be the fiscal agent.
4. SLC will give recognition to the Library, as a partner, for all adult literacy in the county.
5. The Library will provide space in the main Library, the West Modesto Project, and as it is able, in its branches and regional centers.

Compensation:

6. The Library will pay for the services received from SLC in an amount not to exceed the amount budgeted for each fiscal year. SLC will be reimbursed for program costs by the Library through invoices.

7. The Library will be able to apply for and receive funds from the State Library Funding.

Status of Parties:

8. SLC shall be an independent contractor.

Insurance and Indemnification:

9. The parties will mutually indemnify the other for negligent or wrongful acts or omissions. SLC agrees to maintain insurance covering its operations with policies that shall name Stanislaus County as additional insured. Certificates evidencing the coverage shall be filed with the Library. The Library shall be given notice by SLC in advance of cancellation or modification of any policy. SLC shall maintain comprehensive liability insurance for limits of \$1 million combined single limit. SLC shall also cover all employees of its program under its workers compensation policy.

Notices:

10. Any notice or correspondence required by the Agreement shall be delivered personally or by United States Mail as follows:

Correspondence to SLC: Karen Williams
Executive Director
1224 I Street
Modesto, CA 95354

Correspondence to Library: John Sims, Interim Library Director
Stanislaus County Library
1500 "I" Street
Modesto, CA 95354

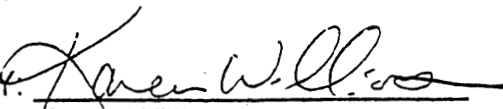
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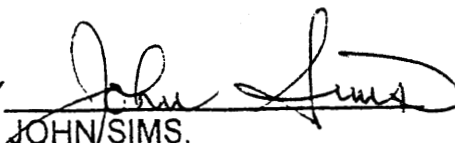
These services shall commence on September 11, 2001, and continue through April 1, 2002.

Executed by the parties on (Date) _____.

SLC:

THE LIBRARY:

BY: 
Karen Williams,
Executive Director

BY: 
JOHN SIMS,
Interim Library Director