

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

DEPT: Library

BOARD AGENDA # *B-13

Urgent ☐

Routine ☒

AGENDA DATE June 2, 2009

CEO Concurs with Recommendation YES ☒ NO ☐
(Information Attached)

4/5 Vote Required YES ☐ NO ☒

SUBJECT:

Approval to Amend the Contract with the Stanislaus Literacy Center for the Delivery of Adult Literacy Services in Stanislaus County in Fiscal Year 2008-2009

STAFF RECOMMENDATIONS:

1. Authorize the County Librarian, or her designee, to sign a contract amendment with Stanislaus Literacy Center for the delivery of adult literacy services in Stanislaus County in Fiscal Year 2008-2009.
2. Authorize an increase to the Stanislaus Literacy Center contract by \$9,600 for a total contract amount of \$215,972 for Fiscal Year 2008-2009.

FISCAL IMPACT:

The County Library (Library) is requesting authorization to increase the Stanislaus Literacy Center (SLC) contract from \$206,192 to \$215,792. The additional \$9,600 is a one-time funding augmentation from the State California Library Literacy Services (CLLS) awarded to SLC. The amount is determined by comparing the number of adult learners SLC served in Fiscal Year 2007-2008 to the total adult learners served by all libraries. A check in the amount of \$9,600 will be sent to the Library for deposit to the state revenue account which will be used to offset the increase to the contract. There will be no increased costs to the County General Fund associated with this request.

BOARD ACTION AS FOLLOWS:

No. 2009-364

On motion of Supervisor Chiesa, Seconded by Supervisor Grover,
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

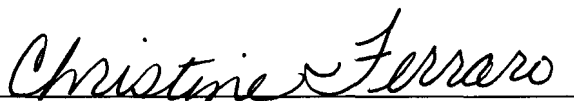
1) ☒ Approved as recommended

2) ☐ Denied

3) ☐ Approved as amended

4) ☐ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Stanislaus County Library's literacy ReadingWorks program has been a partnership operated by the Stanislaus Literacy Center (SLC) since March, 2002 under a contractual agreement. The contract provided for an automatic renewal in the 2002-2003 fiscal year. Since then, the Board of Supervisors has approved the renewal of this partnership on a fiscal year basis.

SLC receives funding partly from the State California Library Literacy Services (CLLS) and partly from the Library. In Fiscal Year 2008-2009, the combined funding of \$206,192 was used to support the ReadingWorks contract in providing management of adult literacy services for the Library's customers, including tutor recruitment, tutor training and matching of students. In May of 2009, CLLS informed SLC that one of the CLLS libraries was unable to use allocated funds prior to June 30, 2009. As a result, these unclaimed funds were dispersed among all the other CLLS libraries. The allocated amount was determined based on meeting the program criteria, and SLC was awarded a one-time \$9,600 augmentation because SLC has exceeded the criteria set by the program. This fund must be expensed or encumbered by June 30, 2009.

SLC plans to use the fund to pay for additional resource materials and for other operating expenses. In order for SLC to expend the fund prior to June 30, 2009, the Library is requesting an amendment to the SLC contract to include the one-time \$9,600 funding augmentation which will bring the total contract amount to \$215,792.

California Library Literacy Services is a program of the California State Library. The mission of CLLS is to enable Californians of all ages to reach their literacy goals and use library services effectively. California has approximately 3.4 million adults with below basic literacy skills. Over 100 CLLS libraries serve nearly 20,000 adults annually in over 800 library branches and other outlets statewide. Additional information regarding the CLLS can be found on the internet at www.libraryliteracy.org.

POLICY ISSUES:

The Board of Supervisors should determine if approval of the recommended actions is consistent with its priorities of striving for a strong local economy, effective partnership and the efficient delivery of public services.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

AMENDMENT NUMBER 3

**COUNTY OF STANISLAUS
STANISLAUS COUNTY LIBRARY
CONTRACT TO PROVIDE
LITERACY SERVICES
JULY 1, 2008 TO JUNE 30, 2009**

It is hereby mutually agreed between the Stanislaus County Free Library, (hereinafter referred to as "County") and **Stanislaus Literacy Center**, (hereinafter referred to as "Contractor") that the contract entered into on July 1, 2008 for the purpose of providing the administration and management of literacy programs at the Stanislaus County Library Branches is hereby amended as follows:

FIRST: Exhibit E is hereby deleted and replaced with Exhibit G.

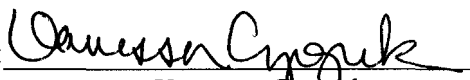
SECOND: Exhibit F is hereby deleted and replaced with Exhibit H.

All other terms and conditions of the agreement shall remain in full force and effect.

BOARD OF SUPERVISORS
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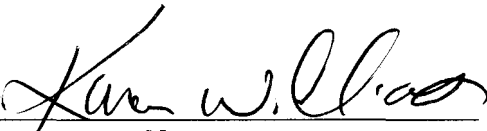
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Vanessa Czapiek
County Librarian

Dated: 6/5/09

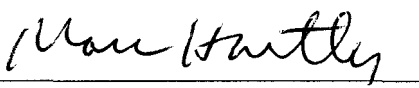
STANISLAUS LITERACY CENTER

By: 
Name

Dated: 5/20/09

APPROVED AS TO FORM:

JOHN P. DOERING
COUNTY COUNSEL

By: 
Marc Hartley
Deputy County Counsel

Dated: May 22, 2009

COUNTY OF STANISLAUS
PURCHASING DEPARTMENT

By: 
Name

Dated: 6-10-09

**STANISLAUS LITERACY CENTER
CONTRACT TO PROVIDE
LITERACY SERVICES
JULY 1, 2008 TO JUNE 30, 2009**

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Contractor shall provide management of literacy services for the County's Library customers, including tutor recruitment, tutor training and matching of students. Training classes for tutors will be conducted at least quarterly. Students are to be matched with a tutor or placed in a group class within one month of applying to the literacy program. Recruitment of tutors and students will be conducted at least quarterly via radio, television, newspaper and community groups.
2. Contractor shall provide administrative services related to the literacy program, including providing Reports and Records as required by County Librarian.
3. Contractor shall provide literacy program grant writing for the County Library, at the request of the County Librarian, not to exceed twenty (20) hours per month.
4. Contractor will act as the fiscal agent on grants that do not require the County to be the fiscal agent.
5. Contractor shall give recognition to the County's Library, as a partner, for all adult literacy programs operated by Contractor in the County.
6. The County's Library shall provide space for literacy program offices and tutoring in the main County Library, the West Modesto Project, and as it is able, in its branches and regional centers.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. The County's Library shall pay monthly, in arrears, for the services received from Contractor, based on the budget approved by the County Librarian, not to exceed \$215,792 for the fiscal year running from July 1, 2008 to June 30, 2009.
2. This is a cost reimbursement contract. Contractor shall not expend any funds provided pursuant to the Agreement except as expressly authorized in Exhibit H, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated.

3. Payment for performance by Contractor shall be dependent upon the availability of the funding of the State Library for purposes of this Agreement. No legal liability on the part of the County for any payment may arise under this Agreement until funds are made available and until Contractor has received funding availability, which will be confirmed in writing. If funding is reduced or deleted, or if the County loses funding for any reason, the County, in its sole discretion, shall have the option to either: (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

4. Contractor shall submit invoices in a format compatible with the State Library grant reporting requirements.

5. Invoice will be submitted to:

Stanislaus County Library
Attention: Accounts Payable
1500 I Street
Modesto, CA 95354

6. The parties acknowledge that this partnership is dependent on the continued support and funding of the State Library. The parties will act to ensure the County Library's continued eligibility for State Library grants.

C. TERM

These services shall commence on July 1, 2008 and continue through June 30, 2009. However, either party may terminate this Agreement by providing a thirty (30) day written notice to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by Contractor, subject to any applicable setoffs.

EXHIBIT H

STANISLAUS LITERACY CENTER
CONTRACT TO PROVIDE
LITERACY SERVICES
JULY 1, 2008 TO JUNE 30, 2009

BUDGET CATEGORY	TOTAL
Salaries	\$125,143.00
Fringes	<u>31,661.00</u>
Total Employee expense	156,804.00
Operating Expenses	<u>58,988.00</u>
Total Costs	<u>\$215,792.00</u>