

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND THE
COUNTY OF VENTURA FOR THE PROVISION OF ADULT
READING INSTRUCTION PROGRAM SERVICES AT THE SIMI
VALLEY PUBLIC LIBRARY

THIS CONTRACT is made and entered into in the City of Simi Valley on this 30th day of June 2022, by and between the CITY OF SIMI VALLEY, a municipal corporation, hereinafter referred to as CITY, and the COUNTY OF VENTURA hereinafter referred to as COUNTY.

RECITALS

WHEREAS, on April 11, 2022, CITY requested a proposal for the provision of Adult Reading Instruction Program Services; and

WHEREAS, pursuant to such request, COUNTY submitted a proposal, which was accepted by CITY for the services.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1. **Recitals**. The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term**. The term of this CONTRACT shall be from July 1, 2022, and concluding on June 30, 2023.

3. **Description of Services**. The services to be performed by COUNTY are as follows:

Provision of Adult Reading Instruction Program Services. COUNTY agrees to perform the services more specifically set forth in the "Scope of Work" attached hereto and incorporated herein as Exhibit "A". CITY agrees to meet related responsibilities set forth in the "Scope of Work" in Exhibit "A."

4. **Compensation and Payment**.

A. The total compensation payable to COUNTY by CITY for services under this CONTRACT shall not exceed the sum of \$20,442 (the "Not-To-Exceed Amount"), and shall be earned as the work progresses. Subject to the not-to-exceed amount of \$20,442, COUNTY reserves the right, in its sole discretion, to reallocate budgeted amounts among the categories of expenses in the "Schedule of Fees and Costs" set forth in Exhibit "B" attached hereto and incorporated herein. Payment will be made based on the rates contained in the "Schedule of Fees and Costs" set forth in Exhibit "B." COUNTY acknowledges that COUNTY is not guaranteed to receive the Not-To-Exceed Amount or any particular or minimum amount of compensation or work under this CONTRACT.

B. After COUNTY has performed the services as specified in this CONTRACT, CITY shall be obligated to pay COUNTY based upon the actual authorized services received by CITY at the rates established as a part of this CONTRACT. In no event shall the total amount paid exceed the CONTRACT Not-to-Exceed Amount unless otherwise agreed to by the parties in writing.

C. Payments to the COUNTY shall be made within 30 days after CITY's receipt of an original invoice from the COUNTY.

D. COUNTY shall provide CITY with written verification of the actual compensation earned, which written verification will be in a form satisfactory to CITY. Invoices shall include the work performed including a list of hours worked by personnel.

5. **COUNTY's Representations and Obligations.**

A. COUNTY shall perform as required by this CONTRACT. COUNTY also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. COUNTY shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

6. **Audit.**

A. At any time during normal business hours and as often as the CITY may deem necessary, COUNTY shall make available to CITY for inspection its records pertaining to this CONTRACT. COUNTY shall permit CITY to audit, examine and/or reproduce such records. COUNTY will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two (2) years after termination or final payment under this CONTRACT. This paragraph shall survive for two (2) years after termination of this CONTRACT.

B. CITY shall have the option of inspecting and/or auditing all records and other written materials used by COUNTY in preparing its statements to CITY as a condition precedent to any payment to COUNTY.

7. **Hold Harmless and Indemnification.** COUNTY shall defend, indemnify, and hold harmless CITY, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of COUNTY, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. COUNTY shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. COUNTY must select an attorney acceptable to the CITY who will defend such proceeding and CITY

will control any litigation thereof. Such approval by the CITY will not be unreasonably withheld. This paragraph shall survive the termination of this CONTRACT.

CITY shall defend, indemnify, and hold harmless COUNTY, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CITY, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. CITY shall thoroughly investigate any and all claims and indemnify the COUNTY and do whatever is necessary to protect COUNTY, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. CITY must select an attorney acceptable to COUNTY who will defend such proceeding and COUNTY will control any litigation thereof. Such approval by COUNTY will not be unreasonably withheld. This paragraph shall survive the termination of this CONTRACT.

8. **Amendments.** Any amendment, modification, or variation from the provisions of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the City Manager and the COUNTY Library Director.

9. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, COUNTY shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

10. **Termination.**

A. Termination Based on Lack of Funding/Employee Allocations

Either party may terminate this CONTRACT due to lack of sufficient budgetary appropriations and/or lack of necessary employee position allocations by their respective governing body, with sixty (60) days prior written notice to the other party regarding such termination.

B. Termination for Non-Performance

If, during the term of this CONTRACT, either party determines that the other party is not faithfully abiding by any term or condition contained herein, either party may notify the other party in writing of such defect or failure to perform. The notice must give to the other party a sixty (60) day period of time thereafter in which to perform the work or cure the deficiency. If the other party has not performed the work or cured the deficiency within the sixty (60) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and the initiating party may terminate this CONTRACT immediately by written notice to the other party. CITY shall be liable to COUNTY only for those fees accrued by COUNTY to the date COUNTY receives notice of termination. In the event of termination of the CONTRACT, COUNTY will submit to CITY an invoice for payment of services within 30 days of termination, and CITY agrees to pay such invoice within 30 days of receipt, provided

the expenses shown on the invoice do not exceed the annual budget for the READ program set forth in Exhibit "B".

11. **Delivery of Reports in Cases of Termination.** If this CONTRACT is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by the CITY, the COUNTY shall, within fourteen (14) calendar days after receipt of such written request, deliver and turn over to the CITY: (1) All READ program books and materials purchased by the CITY; (2) all READ program laptops and computer software purchased by the CITY; (3) a list of the names and contact information for all adult volunteer tutors performing tutoring services during term of the CONTRACT; (4) a list of the names and contact information for all adult learners served during the term of the CONTRACT, as well as a copy of the latest assessment of the adult learner's reading skills, and documentation of the adult learner's program goals; (5) records of attendance maintained by COUNTY during the term of the CONTRACT; (6) documentation and receipts supporting amounts invoiced by COUNTY to CITY during the term of the CONTRACT, and including, but not limited to, financial records, time sheets, work progress reports, invoices, bills and project records.

12. **Complete CONTRACT.** This CONTRACT and its accompanying exhibits shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

13. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended. COUNTY is not an agent or employee of CITY and it is not entitled to participate in any pension plan, insurance or other benefits CITY provides for its employees. COUNTY is an independent contractor in performing the Services required under this CONTRACT and will have control of all work and the manner in which it is performed. Any provision of this CONTRACT that may appear to give CITY the right to direct COUNTY as to the details of doing the work required herein or to exercise a measure of control over the work means that COUNTY will follow the direction of the CITY as to the results of the work only.

14. **Conflict of Interest.** Neither COUNTY nor any employees, agents, or subcontractors of COUNTY who will be assigned to this project, to the best of COUNTY'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, CITY may terminate the CONTRACT immediately for non-performance pursuant to Section 10 herein.

In accordance with California Government Code Section 87306, COUNTY shall provide, if requested by CITY, a Conflict of Interest Statement, Form 700 no later than 30 days after execution of this CONTRACT, and annually thereafter prior to April 1st of each year for the duration of the CONTRACT. Failure to file any of the required statements will result in withholding payment for services rendered.

15. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

16. **Authority to Execute CONTRACT.** Both CITY and COUNTY do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

17. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

18. **Non-Appropriation of Funds.** Payments due and payable to COUNTY for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY has not appropriated sufficient funds for payment of COUNTY services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year. CITY will provide COUNTY with written notice of lack of CITY appropriation for any subsequent fiscal year prior to COUNTY performance of services in the "Scope of Work" in Exhibit "A" for that subsequent fiscal year.

19. **Taxpayer Identification Number.** COUNTY shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, form W-9 (latest revision), as issued by the Internal Revenue Service.

20. **Permits and Licenses.** COUNTY, at its sole cost and expense, shall obtain and maintain during the term of this CONTRACT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of this CONTRACT.

21. **Waivers.** The waiver by one party of any term or condition of this CONTRACT, or any breach thereof, shall not be construed to be a general waiver by the party or as a waiver of any other term or breach.

22. **Statement of Experience.** COUNTY warrants that it will perform its Services with at least the due care, diligence and expertise generally accepted in its industry. COUNTY also understands and agrees that it is being employed to perform the Services provided for by this CONTRACT because of COUNTY'S professed expertise and experience in performing such Services. In addition, COUNTY understands and agrees that while CITY or CITY'S officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by COUNTY pursuant to this CONTRACT. As a consequence, COUNTY waives any right of contribution against CITY or any of CITY'S officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by COUNTY pursuant to this CONTRACT.

23. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

CITY Office of the City Manager
City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063
Attn: Assistant City Manager

COUNTY Ventura County Library Director

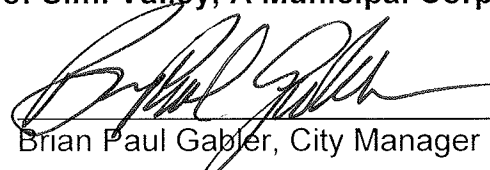
Attn: Nancy Schram
5600 Everglades Street, Suite A
Ventura, CA 93003

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Attest:

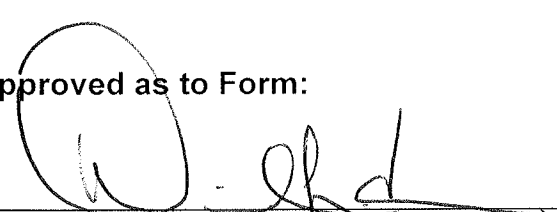
City of Simi Valley, A Municipal Corporation

Lucy Blanco, City Clerk

By: 
Brian Paul Gabler, City Manager

Approved as to Form:

County of Ventura



David L. Caceres, City Attorney

By: _____

Print Name: Nancy Schram

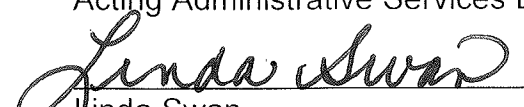
Approved as to Content:

Title: Ventura County Library Director


Carolyn Johnson
Acting Administrative Services Director

By: _____

Print Name: Marina Porche


Linda Swan
Assistant City Manager

Title: Assistant County Counsel

SCOPE OF WORK

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND THE
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The respective CONTRACT responsibilities of COUNTY AND CITY are set forth as follows:

1. Program Coordination / Supervision

- a. COUNTY will assign a Program Manager, responsible for all matters related to this agreement for the provision of Adult Literacy Services, and coordination with a CITY assigned Program Manager.

2. Responsibilities of COUNTY

- a. COUNTY's Program Manager shall be responsible for:
 - i. Hiring a certificated teacher for the position of Program Instructor/Site Coordinator to coordinate free literacy tutoring services for English-speaking adults, 18 years of age and over.
 - ii. Recruit and train volunteer tutors to provide one-on-one and small group instruction using a proven training program to cover the following components at minimum:
 - 1. Research based reading comprehension strategies
 - 2. Phonics and syllabication
 - 3. Learning disabilities
 - 4. Basic and multi-sensory tutoring techniques
 - 5. Lesson planning and goal setting
 - iii. Purchase educational materials for the Adult Literacy Program.
 - iv. Maintain records and report statistics related to learner attendance and goals achieved, and provide records to CITY upon request.
 - v. Maintain a consistent, minimum enrollment of twenty (20) adult learners per contract year, with an outline for outreach efforts in the event enrollment falls below the minimum number of adult learners.
 - vi. Maintain the requisite number of volunteer tutors to ensure that one-on-one and small group instruction can be provided to accommodate all of the learners enrolled in the program.
 - vii. Ensure that at least 75% of the adult learners enrolled in the program for one year have met one or more of the student's short-term goals.
 - viii. Conduct an annual survey of all Adult Literacy Program students participating in the program to determine client satisfaction, program effectiveness, and suggestions for program improvement.
 - ix. Maintain records regarding expenditures under this agreement, and invoice CITY for materials purchased, site coordinator salary, tutor training, administrative costs, and any other program related expenses.

- b. \COUNTY's Program Instructor/Site Coordinator shall:
 - i. Supervise volunteer tutors and maintain a positive learning environment.
 - ii. Interview volunteer tutors, interview adult learners, match tutors with adult learners, assist them with selecting appropriate materials, and assist with developing individualized curriculum.
 - iii. Maintain records and provide them to Adult Literacy Services Program Manager.
- c. Under the supervision and direction of the Program Instructor/Site Coordinator, the program's volunteer tutors shall:
 - i. Attend initial Tutor Training to cover the minimum requirements for volunteer tutoring/instruction, and attend additional program specific in-service training as needed.
 - ii. Be assigned an adult learner, and assist them in setting appropriate goals and objectives.
 - iii. Tutor assigned adult learner from one to four hours weekly, depending on goals and lesson planning.
 - iv. Support a positive learning environment.
 - v. Follow directions provided by the Program Instructor/Site Coordinator, and seek assistance to ensure continuous progress for the adult learner.

3. Responsibilities of the CITY

- a. CITY (directly or through its library services provider, Library Systems & Services) shall:
 - i. Provide room(s) for the program.
 - 1. CITY agrees to work with COUNTY to provide a dedicated space, two evenings a week, on dates mutually agreed upon by COUNTY AND CITY, from 4:30 p.m. to 7:00 p.m., in CITY facilities, adequate in size and of comparable acoustics to the Library Community Room, to meet the needs of the program and its clients.
 - a. CITY will provide the required space, at no charge to COUNTY, conducive with Adult Literacy Service Program tutoring activities.
 - b. CITY will also make available a room or location for tutor training and volunteer recognition events, also on dates and times mutually agreed upon, and at no cost to the COUNTY.
 - c. CITY will maintain laptop computers and related technology used to instruct program participants, and supply replacement laptop computers as needed. CITY will load laptops with Microsoft "Word" and "Excel."

EXHIBIT B**SCHEDULE OF FEES AND COSTS**

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**Schedule of Budgeted Compensation Authorized by CITY (and subject to
COUNTY reallocation within the annual not-to-exceed amount of \$20,442):**

READ Program at the Simi Valley Public Library July 1, 2022 – June 30, 2023:	Estimated Costs Per Year
Tutor Training - Series 1: Orientation / Introduction (5 days @ 3.5 hours)	\$1,500
Tutor Training - Series 2: Lesson Planning / Goal Setting / Accountability / Assessment (5 days @ 3.5 hours)	\$1,500
Specialized Training by Program Manager, either Barton or Wilson training program: (16 Total Hours)	\$0 - \$500
Background checks @ \$25	\$200 - \$500
Reimburse for Materials	\$0 - \$500
Mileage – (Non tutor-training)	\$45 - \$500
Instructor salary @ \$47.09/ hr. For 6 hrs. / week / for 52 weeks	\$14,692
Administrative costs	\$0 - \$500
Contingency (rise in cost of Instructor Salary, Background Checks or Materials)	\$0 - \$250
Total	\$17,937 – \$20,442