

TO: James L. App, City Manager
FROM: Ann Robb, Director, Library and Recreation Services
SUBJECT: Contribution for Library Study Center
DATE: October 16, 2007

Needs: For the City Council to consider authorizing a contract and accepting funds from First 5 Children and Families Commission of San Luis Obispo County (First 5) for School Readiness activities at the Library Study Center.

Facts:

1. The City Library is a partner in First 5 School Readiness efforts. As part of the partnership, the Library Study Center serves as the site for the "Raising a Reader" book bag program, family literacy meetings, Cuesta College ESL classes and other support activities. Use of the Library Study Center has been provided to First 5 free of charge for 5 years.
2. Library staff requested that First 5 consider an allocation to help offset facility cost. The First 5 four year budget (2007-2011) was adopted with an allocation of \$12,000 per year (total \$48,000) to be paid to the City of Paso Robles.
3. This additional funding is intended to offset recently increased rent of the Library Study Center room in the Youth Arts Center. It was anticipated when City Council approved the new rental rates in December, 2006.

ANALYSIS &

CONCLUSION: The Library Study Center has served as a partner and site for a number of First 5 School Readiness activities since April, 2002. First 5 has agreed to contribute funding to help offset the recently increased Library Study Center rent. First 5's contribution was anticipated when City Council approved the new rental rates in December.

FISCAL

IMPACT: Increased revenue of \$12,000 per year for four years (total \$48,000)

OPTIONS:

- A. Adopt Resolution No. 07-xxx, authorizing the Director of Library and Recreation Services to execute an Agreement with the Children and Families Commission of San Luis Obispo County, and authorizing an adjustment to budget account 100.411.5235.198 to reflect the additional revenues to be received of \$12,000 per year.
- B. Amend, modify, or reject above option.

Attachments: Resolution No. 07-xxx
First 5 Children and Families Commission of San Luis Obispo County Agreement
December 19, 2006 Staff Report

RESOLUTION NO. 07- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL PASO DE ROBLES APPROVING AND AUTHORIZING THE EXECUTION OF A
CONTRACT BETWEEN THE CITY OF PASO ROBLES AND FIRST FIVE CHILDREN AND
FAMILIES COMMISSION OF SAN LUIS OBISPO COUNTY

WHEREAS, since 2001, the City of Paso Robles has partnered in First 5 Children and Families Commission of San Luis Obispo ("First 5") School Readiness efforts at the City Library Study Center; and

WHEREAS, First 5 has budgeted payments of \$12,000 per year for four years (total \$48,000) to help offset Library Study Center expenses; and

WHEREAS, the current City budget did not anticipate the receipt of said funds;

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES, AS FOLLOWS:

SECTION 1. The City Council of the City of El Paso de Robles does hereby authorize the Director of Library and Recreation Services to execute an Agreement with the Children and Families Commission of San Luis Obispo County, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, subject to any minor modifications or technical changes as approved by the City Manager and City Attorney.

SECTION 2. The City Council hereby authorizes an adjustment to budget account 100.411.5235.198 to reflect the additional revenues to be received of \$12,000 per year.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 16th day of October, 2008, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank Mecham, Mayor

ATTEST:

Deborah Robinson, Deputy City Clerk

CHILDREN AND FAMILIES COMMISSION
OF SAN LUIS OBISPO COUNTY
CONTRACT FOR SERVICES

This Contract, entered into on _____, by and between the Children and Families Commission of San Luis Obispo County, a political subdivision of the State of California, pursuant to Health and Safety Code section 130140.1 ("the Commission"), whose address is 2995 McMillan Avenue, Suite 282, San Luis Obispo, CA 93401 and the City of Paso Robles ("the Contractor"), for the benefit of the Paso Robles Library Study Center.

WITNESSETH

WHEREAS, the Commission is a statutory Commission that was established in the County of San Luis Obispo pursuant to the provisions of Division 108 of the California Health and Safety Code, commencing at the California Health and Safety Code Section 103100 ("the Children and Families Act"); and

WHEREAS, the Commission has adopted a county strategic plan ("the Strategic Plan") for fostering early childhood development within San Luis Obispo County as required by, and in accordance with, the requirements of the Children and Families Act; and

WHEREAS, the Commission receives regular allocations of funds pursuant to the Children and Families Act of 1998, which must be used to implement the Strategic plan; and

WHEREAS, following the specified criteria and procedure, the Commission has approved a proposal for funding submitted by the Contractor to provide the Paso Robles Library Study Center as a site for support services to children and their families as more particularly described in Exhibit A and Exhibit A-1, attached hereto and incorporated herein by reference; and

WHEREAS, the Commission desires to provide funding for said services subject to the terms and conditions specified herein; and

WHEREAS, the Contractor desires to carry out said services subject to the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. Scope of Service. The Contractor agrees to provide the Scope of Services set out in Exhibit A attached hereto and made a part thereof by this reference.

2. Compensation and Billing. Contractor shall be compensated by the Commission for performing said services in accordance with Exhibit B and Exhibit B-1 attached hereto and incorporated herein by reference.
3. Effective Date and Duration. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. General Conditions. Commission and the Contactor shall comply with all applicable provisions of the General Conditions, attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Commission and the Contractor shall comply with the Special Conditions attached hereto as Exhibit E and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

Concurred in by the Executive Director of the Children and Families Commission of San Luis Obispo County:

Susan K. Hughes, Executive Director Date

CHILDREN AND FAMILIES COMMISSION OF
SAN LUIS OBISPO COUNTY

By: _____
K.H. (Katcho) Achadjian, Chairperson Date

Authorized by Commission Action on: _____.

By: _____
Ann Robb, Director of Library and Recreational Services Date
City of Paso Robles

APPROVED AS TO FORM AND LEGAL EFFECT BY
LEGAL COUNSEL FOR THE COMMISSION:

JAMES B. LINDHOLM, JR., COUNTY COUNSEL

By: _____
Deputy County Counsel Date

EXHIBIT A

SCOPE OF SERVICES

1. Record keeping and reporting of services

Contractor shall:

- a. Keep complete and accurate records for each client it serves pursuant to this Contract, which shall include, but not be limited to, performance measures, evaluation studies and records of services provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.
- b. Contractor shall submit quarterly program/service reports by:

‣ October 31, 2007	‣ October 31, 2009
‣ January 31, 2008	‣ January 31, 2010
‣ April 30, 2008	‣ April 30, 2010
‣ July 31, 2008	‣ July 31, 2010
‣ October 31, 2008	‣ October 31, 2010
‣ January 31, 2009	‣ January 31, 2011
‣ April 30, 2009	‣ April 30, 2011
‣ July 31, 2009	‣ July 31, 2011
- c. These reporting requirements are an integral part of the scope of services funded by this contract. Failure to perform shall be considered a material breach.

2. Services To Be Provided By the Paso Robles City Library:

- a. *Raising a Reader™ Book Bag Program.*
 - i. In-kind contribution of librarian services at the Library Study Center to house, circulate, and evaluate the *Raising A Reader™ Book Bag Program*.
 - ii. Host annual year-end *Raising a Reader™* celebration.
 - iii. Under this Agreement the *Raising A Reader™* Coordinator Manual and book bags will be returned to the County Coordinator at the San Luis Obispo County Office of Education, should the City Library decide to discontinue the program. Books and materials will remain the property of the library.
 - iiii. In-kind contribution of parental education for participants of the *Raising a Reader™ Book Bag Program*.

vi. Commission shall provide the books and bags for use by Contractor in the Raising a Reader Book Bag Program.

b. Use of the Library Study Center (Facility) for the following purposes and groups which shall be conducted by the Paso Robles School District (Service Provider) pursuant to its contract with the Commission:

- i. **Cuesta College English as a Second Language, Adult Education Classes**—2 days per week (1.5 hours each day), and simultaneously provide and in-kind contribution for the use of the George Stephan Center for childcare while parents are in class. Should meeting space present a hardship to the library a one month notice would be provided to the Director of the Cuesta ESL program.
- ii. **Literatura para la Familia program**-- 1 day per week (1 hour). Should meeting space present a hardship to the library a one month notice would be provided to the Georgia Brown School Readiness Family Advocate and the PRPS School Readiness Administrator - Director of Student Services.
- iii. **Family Reading Hour**—1 day per week (1 hour). Should meeting space present a hardship to the library a one month notice would be provided to the Georgia Brown School Readiness Family Advocate,
- iv. **Georgia Brown Neighborhood Team**—1 day per month, from 12:30 to 2:30 p.m. (2 hours). Should meeting space present a hardship to the library a one month notice would be provided to the Georgia Brown School Readiness Site Coordinator and the PRPS School Readiness Administrator-Director of Student Services.
- v. **Georgia Brown Parent Luncheon Meetings**—1 day per month, from 11:30 a.m. to 12:30 p.m. (1 hour). Should meeting space present a hardship to the library a one month notice would be provided to the Georgia Brown School Readiness Family Advocate and the PRPS School Readiness Administrator-Director of Student Services.

EXHIBIT B

COMPENSATION AND BILLING

1. **Compensation.** Commission shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:
 - a. The total payable under the terms of this agreement shall not exceed **\$48,000.00 (Forty-Eight Thousand dollars)** pursuant to the project budget and budget narrative in Exhibit B-1, which is incorporated herein by reference.
 - b. Contractor shall be reimbursed for all necessary and reasonable costs incurred on behalf of the Commission within the limits obligated by the contract and established by the budget and budget narrative, Exhibit B-1. Any costs incurred by the Contractor over and above the sums obligated by the contract, or set out in the budget shall be at the sole risk and expense of the Contractor.
 - c. Contractor shall submit a request for payment of expenses on a quarterly basis using a First 5 Program Invoice form, which Commission shall provide to Contractor, and documentation itemizing expenses submitted.
 - d. The compensation shall be paid within thirty (30) days after the receipt of the First 5 Program Invoice and documentation supporting expenses from Contractor.

2. **Budget Adjustments.**
 - a. Director must approve and execute amendments for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1. Requests for budget adjustments must be in writing with a showing of good cause that advances the overall purpose of the contract.
 - b. The Commission expressly grants to the Director the authority to approve said budget adjustments provided the change does not increase the maximum compensation of this contract or any other burden of the Commission under this contract.
 - c. Contractor must promptly give prior written notice to Director of proposed budget adjustments to reallocate funds among line items within budget categories contained in Exhibit B-1.

3. **Advance Payments.** A request for advance payments must be submitted in writing with a showing of good cause and must be approved by the Director. The Commission expressly authorizes the Director to approve advance payments, not to exceed more than two (2) months of the anticipated necessary and reasonable costs and expenses.

BUDGET REQUEST

July 1, 2007 - June 30, 2011

EXHIBIT B-1

Name of Program: School Readiness - Georgia Brown
Paso Robles Library Study Center

Date of Request: 1/26/2007

Requested by: Julie Dahlen

Phone Number: 805-237-3871

Item	Budget Request Amount	Budget Request Total
I. PERSONNEL		
Subtotal Personnel		
III. OPERATING		
Use of Library Study Center.	12,000	48,000
Subtotal Operating Expenses	12,000	48,000
III. INDIRECT		
@ % of Personnel		
IV. OTHER (Miscellaneous)		
Subtotal Other		
TOTAL BUDGET	12,000	48,000

School Readiness – Georgia Brown
Paso Robles Public Library
Budget Narrative
2007-2011

EXHIBIT B-1

OPERATING

Use of Library Study Center: Costs for use of the facility for various SR Programming @
\$1,000 per month X 12 months.

EXHIBIT C

EFFECTIVE DATE AND DURATION

1. **Effective Date.** The effective date of this contract is the date of the last party to sign this contract. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.
2. **Term.** Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until **July 31, 2011**.

EXHIBIT D

GENERAL CONDITIONS

1. **Independent Contractor.** Contractor shall be deemed to be an independent contractor of Commission. Nothing in this contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the Commission to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
3. **Warranty of Contractor for Provision of Services.** The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, State and Federal laws and regulations applicable to the provision of services herein.
4. **Warranty of Contractor re Compliance with all Laws.** The Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the Commission in writing.
5. **Power and Authority of Contractor.** If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of Commission. Any such assignment, transfer, or delegation without the Commission's prior written consent shall be null and void.
7. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.
8. **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.
9. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
10. **Severability.** The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.
11. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.
12. **Notices.** All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

To the Commission at:

Children and Families Commission of San Luis Obispo County
2995 McMillan Ave., Suite 282
San Luis Obispo, CA 93401

and to the Contractor at:

Julie Dahlen, Library Services Manager
Paso Robles City Library
1000 Spring St.
Paso Robles, CA 93446

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

13. **Inspection Rights.** The Contractor shall allow the Commission to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect evaluate and audit any and all books, records, and facilities maintained by Contractor and subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to Commission.
14. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
15. **Signatory authority.** Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.
16. **Indemnification.** Contractor shall defend, indemnify and hold harmless the **Commission and the County of San Luis Obispo**, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work pursuant to Exhibit A, Section 2.A. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

17. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless exception is granted by Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Agreement and related warranty period if applicable.

A. Scope and Limits of Required Insurance Policies

- i. Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of **not less than one million dollars (\$1,000,000.00)** combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - b) The insurance provided herein shall be considered primary coverage to the County of San Luis Obispo with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
 - c) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
- ii. Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.

iii. Workers' Compensation / Employer's Liability Insurance.

- a) Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - 1) Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.
 - 2) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
- b) Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

B. Deductibles and Self-Insurance Retentions.

All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

C. Documentation.

Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County of San Luis Obispo properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

D. Absence of Insurance Coverage.

County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense,

18. **Force Majeure.** Neither the Commission nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
19. **Fiscal Records.** Contractor shall maintain accurate fiscal records pertaining to services performed under this Contract. Such fiscal records shall be open for inspection to Commission auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted accounting procedures which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs. Contractor shall maintain such records and accounts for a minimum of five years, or in the case of an audit, until audit findings are resolved, whichever is later.
20. **Commission Audits/Scope.** Commission may audit Contractor's fiscal records under this Contract at, at Contractor's expense, at any time with fourteen (14) day advance written notice. Commission audits shall be conducted in accordance with generally accepted audit standards and limited to matters connected with the performance of the Contract, which includes without limitation, verification that services billed by the Contractor were actually provided.
- Contractor shall provide Commission with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Contract. Disallowed costs shall be repaid to the Commission.
21. **State Audit.** Pursuant to California Government Code section 8546.7, every Commission contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract. Contractor shall permit the State auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.
22. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the Commission unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without Commission's prior written consent. Any requests for information shall be forwarded to Commission along with all copies of the information requested. Commission shall make sole decision whether and how to release information according to law.

23. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et. seq. and 87100 et. seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the Commission relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et. seq. during the term of this Contract.
24. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act (“IRCA”) of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.
25. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to Commission and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

EXHIBIT E

SPECIAL CONDITIONS

1. **Availability of Funds.** This contract is valid only if sufficient funds are made available to the Commission from the State of California through funding pursuant to the Children and Families Act. Should the Commission's funding be insufficient to provide funding for this contract, the Commission may, in its sole discretion, reduce or eliminate funding for this contract. Where possible, the Commission shall make only prospective funding changes.
2. **Past Services Included.** It is expressly understood that this contract covers services provided from July 1, 2007 to June 30, 2011 a portion of which may have been provided before the date of execution of this contract and which were intended in the best interest of the public health and welfare. The Commission expressly authorizes payment for those services at the same rates and under the same terms and conditions as stated in this contract.
3. **Service Records.** Contractor shall keep complete and accurate records of the services performed, program compliance, and outcome measurements pursuant to the Contract and shall make such records available to Commission within five working days of receipt of a request for inspection.
4. **Warranty of Contractor re Facilities.** Contractor shall obtain and maintain for the duration of this Contract, appropriate licenses, permits and certificates required by all local State and Federal mandates applicable to the facilities used for performance of this Contract.
5. **Termination for Cause.**
 - a. If the Commission determines that there has been a material breach of this Contract by Contractor which poses a threat to health and safety, the Commission may immediately terminate the Contract. In addition, if any of the following occur, Commission shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
 - i) Contractor fails to perform its duties; or
 - ii) Contractor fails to fulfill in a timely and professional manner its obligations under this Contract; or
 - iii) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the Commission; or
 - iv) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or

- v) Contractor has not documented services, or has not sufficiently documented services to the satisfaction of the Commission. This includes without limitation, failure to meet industry standards or failure to satisfy any special requirements of documentation needed by third party payors or Federal or State funding agencies; or
 - vi) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or Commission's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.
- b. All obligations to provide services shall automatically terminate on the effective date of termination.
 - c. For all other material breaches of this Contract, Commission must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within 10 (ten) days from the date of the written notice, Commission may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against Commission under or arising out of this Contract.
 - d. In the event a breach does not result in termination, but does result in costs being incurred by Commission, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by Commission in investigating and communicating with Contractor regarding said breach, including staff time.
6. **Termination for Convenience.** Either party may terminate this Contract at any time by giving to the other party 60 (sixty) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.
7. **Compliance with Social Service Laws.** Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, maintaining the confidentiality of client records and training Contractor's employees and agents in compliance.

8. **No Discrimination In Level Of Services.** As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.
9. **Gifts.** Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established Commission procedures.
10. **Confidentiality.** Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.
11. **Self-Insurance.** Self-insurance can be substituted for the commercial general liability coverage required in this Contract. All other provisions of Exhibit D, paragraph 17 shall apply.
12. **Conflicts.** In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
13. **Facility Use.** Service providers shall agree to the City of Paso Robles Application for Use of Facilities which shall be provided to service providers by the Contractor.

TO: James L. App, City Manager
FROM: Ann Robb, Director, Library and Recreation Services
SUBJECT: Library Study Center
DATE: December 19, 2006

Needs: For the City Council to consider formalizing a facility use agreement with the Youth Arts Foundation (YAF).

Facts:

1. The YAF building was constructed with a combination of private and Community Development Block Grant funding. The City played a role in helping launch the YAC. Part of the City's commitment to the Foundation's start-up included an agreement for City to pay for janitorial service, landscaping service and utilities (gas & electric) in exchange for the use of the 2000 square foot room.
2. The City Library Study Center has operated from the Youth Arts Center (YAC) building at 3201 Spring Street since the fall of 2000. The Library Study Center provides (non-circulating) library services and programs for children and families four afternoons per week. It is also the site for several programs the library provides in partnership with Cuesta College, First 5 School Readiness, San Luis Obispo County Community Foundation and others.
3. In 2006, the YAC requested revisions to the agreement to address operational changes and rising costs.
4. The original commitment amounted to approximately \$1600 monthly. The requested adjustment would result in monthly costs of approximately \$2600. The funds are available within existing resources.
5. The attached agreement authorizes the City's continuing use of the room as a Library Study Center in exchange for payment of approximately \$2600 monthly.
6. This adjustment is presented as an interim measure. The YAF has become fully autonomous and stable. It is appropriate therefore to look for other opportunities to aid in expanding public services. Such an opportunity is anticipated with the First 5 School Readiness Project Family Resource Center (FRC). Once the FRC is constructed, the Library Study Center would relocate to aid in the FRC establishment.

ANALYSIS &

CONCLUSION: The Library Study Center and Youth Arts Foundation have been in a cooperative arrangement for 6 years. With the YAC fully autonomous and stable, and in light of cooperative projects with First 5 School Readiness, it will be appropriate to move Library Study Center operations to the new Family Resource Center when complete.

In the meantime, it is desirable to establish an interim formal facility use agreement with the YAC reflecting the revised terms of agreement.

To date, payments have been made from the Library Study Center budget program (100.411.5216.198). Payments would continue to be made from this account, supplemented by contributions from partnering organizations.

FISCAL

IMPACT:

Anticipated average of \$2600 per month, to be paid from existing budgeted program and partnering organizations (First 5 School Readiness, Paso Robles Library Foundation).

OPTIONS:

- A. Adopt Resolution No. 07-xxx, approving a facility use agreement between the City Library and the Youth Arts Foundation.
- B. Amend, modify, or reject above option.