

**NAPA COUNTY AGREEMENT NUMBER 230283B**

**MEMORADUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made on January 24, 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" on behalf of Napa County Library and Napa Valley College (hereinafter referred to as "NVC") located at 2277 Napa Vallejo Hwy, Napa, CA 94558, on behalf of its Arts and Sciences Division.

**RECITALS**

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000 to contract for English as a Second Language (ESL) classes at the Napa County Library; and

**WHEREAS**, NVC is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

**TERMS**

**NOW, THEREFORE**, the parties agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraph 5.
2. **Maximum Amount.** The Maximum payments under this Agreement shall be a total of **eleven thousand, two hundred dollars (\$11,200)** per fiscal year for professional services, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.
3. **E-mail or Written Consent Required.** Upon the e-mail or written consent of the persons designated in Paragraph 6, Napa County Library, on behalf of COUNTY, may revise services on behalf of NVC.
4. **Reimbursement for Services.** Reimbursement for Services will follow the formula outlined in Exhibit "B" attached hereto and incorporated by this reference herein.
5. **Termination.** This Agreement may be terminated by COUNTY or by NVC for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least 60 days prior to the effective date. However, NVC shall still be required to pay for the cost of services made pursuant to this agreement before the effective termination.

6. **Notices.** All notices required or authorized by this Agreement shall be in e-mail or in writing. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Anthony Halstead  
Director of Library Services  
Napa County  
580 Coombs Street  
Napa, CA 94559  
anthony.halstead@countyofnapa.org

NAPA VALLEY COLLEGE

Robert Harris  
Acting Vice President, Academic Affairs  
Napa Valley College  
2277 Napa- Vallejo Highway  
Napa, CA 94558  
rharris@napavalley.edu

7. **Indemnification/Hold Harmless.** To the full extent permitted by law, COUNTY and NVC shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.
8. **Amendments.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
9. **Insurance.** NVC shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:
- (a) **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, NVC shall provide workers' compensation insurance for the performance of any of NVC's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.
  - (b) **Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages,

**issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:**

- (1) General Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
  - (2) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.
- (c) Certificates of Coverage. Insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by NVC with the Anthony Halstead prior to commencement of performance of any of NVC's duties.
- (1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
  - (2) Waiver of Subrogation and Additional Insured Endorsements. NVC shall file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and

volunteers as additional insureds and waiving subrogation for the Workers Compensation insurance coverage,

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of NVC not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of NVC under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY.

(4) Upon request by COUNTY's Risk Manager, NVC shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

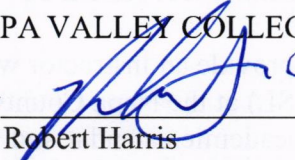
(5) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.

10. **Interpretation.** This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California.
11. **Conflict of Interest.** By executing this Agreement, the COUNTY hereby determines that NVC has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.
12. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.
13. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
14. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
15. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises,

representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

NAPA VALLEY COLLEGE

By   
Robert Harris  
Acting Vice President, Academic Affairs  
Napa Valley College

“NVC”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
BELIA RAMOS  
Chair, Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman, Deputy County Counsel</i></p> <p>Date: January 4, 2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT "A"**  
**SCOPE OF WORK**

**Description of Services: ESL CLASS FOR ADULTS**

Napa Valley College (NVC) shall provide an instructor who shall deliver curricula for English as a Second Language Students (ESL) at the Napa County Library. Class scheduling will coincide with the colleges annual academic calendar and will meet two nights weekly for two hours in length. Participants will be registered as students with Napa Valley College under the non-credit program. The class offered will be titled: *ESL Class ABEN 750*, to serve residents who seek enrichment. There will be one hour of class preparation per class and student office hours for both the fall, spring, and summer sessions. The instructor will create lesson plans and use instructional materials focused on adult students of varying skill levels. The class will expand educational opportunities for adults who lack basic skills to fully participate in education, work, and civic opportunities. At the completion of the program, participants will receive a certificate of participation. NVC and library literacy staff will assist students with the registration process.

Description of Services:

- Integrate listening, reading, writing and comprehension skills into curriculum to improve outcomes for English language students.
- Utilize adult learning theory(ies) and apply the theories to teaching English Second Language class.
- Utilize an evaluation process to monitor and assess program progress and improvement.
- Be responsible for assigned classroom content and decide in what order the lessons will be presented in and at what duration.
- Ensure that all audiovisual; equipment is in proper working condition and instructional materials are prepared in advance (aids, student handouts, etc. are available before class begins) and provide a hybrid learning environment for students when appropriate.
- Design and deliver sequenced, well-paced lessons in a clear, concise and engaging way, appropriate for students with differing academic levels, learning styles, and interests.
- Be flexible to adjust the curriculum based on student progress.
- Course instruction to include guided practice, problem-solving exercises and role-playing strategies.
- Encourage and sustain student participation by giving frequent and effective positive feedback to students.

- Solicit and utilize student feedback effectively and meet regularly with students to review their progress.
- Provide feedback to library literacy staff on program progress and submit an enrollment roster at course completion.
- Conduct an evaluation to assess program activities, to inform program effectiveness.

**EXHIBIT "B"**  
**COMPENSATION**

NVC will pay all instructor cost and invoice Napa County Library. NVC to be reimbursed at the rates outlined below at the conclusion of each semester. The Instructor will remain an NVC employee.

<b>Fall Semester</b>	<b>Rate</b>	<b>Duration</b>	<b>Cost</b>	<b>Paid By:</b>
English as a Second Language class	\$68.66-\$86.87***	16 weeks, up to 64 instructional hrs.	Not to exceed \$5,559.68***	Napa Valley College
Prep Time (1 hour) per class	\$ 70.00	up to 32 hrs. per semester	\$ 2,240.00	Napa County Library
Office hours	\$ 70.00	up to 32 hrs. per semester	\$ 2,240.00	Napa County Library
<b>Spring Semester</b>	<b>Rate</b>	<b>Duration</b>	<b>Cost</b>	<b>Paid By:</b>
English as a Second Language class	\$68.66-\$86.87***	16 weeks, up to 64 instructional hrs.	Not to exceed \$5,559.68***	Napa Valley College
Prep Time (1 hour) per class	\$ 70.00	up to 32 hrs. per semester	\$ 2,240.00	Napa County Library
Office hours	\$ 70.00	up to 32 hrs. per semester	\$ 2,240.00	Napa County Library
<b>Summer Semester</b>	<b>Rate</b>	<b>Duration</b>	<b>Cost</b>	<b>Paid By:</b>
English as a Second Language class	\$68.66-\$86.87***	8 weeks, up to 32 instructional hrs.	Not to exceed \$2,779.84***	Napa Valley College
Prep Time (1 hour) per class	\$ 70.00	up to 16 hrs. per semester	\$ 1,120.00	Napa County Library
Office hours	\$ 70.00	up to 16 hrs. per semester	\$ 1,120.00	Napa County Library
***Instructors current hourly rate is between \$68.66-\$86.87, should rates increase NVC will provide updated rate sheets. Annual Maximums will increase based on rate sheets				
			<b>Napa Valley College Annual Maximum</b>	<b>\$ 13,899.20</b>
			<b>Napa County Library Annual Maximum</b>	<b>\$ 11,200.00</b>