

Memorandum of Understanding between the County of Monterey and the Alliance on Aging

This Memorandum of Understanding (this "MOU") is entered into the 23 day of May, 2023, by and between the County of Monterey ("County"), and the Alliance on Aging ("Alliance").

RECITALS

WHEREAS, this memorandum of understanding continues an established formal working partnership between the County of Monterey and the Alliance on Aging.

WHEREAS, County and Alliance desire to continue this Memorandum of Understanding setting forth the roles and responsibilities of their formal working partnership.

WHEREAS, the goal of this partnership is to enable use of County facilities in the Monterey County Free Libraries by the Alliance on Aging for services to the public including tax preparation assistance, public workshops, public programs, outreach for other services, and participation in Library programs.

Background

The Alliance and County have had a long and productive partnership, resulting in many facets of community benefit.

The County has provided support to the Alliance's free tax preparation assistance programs through use of Library meeting rooms and public places at no cost to the Alliance, and promotion of the services and resources of the Alliance.

The Alliance has supported the operations of the Monterey County Free Libraries through providing a needed and valuable public service in public library spaces.

This partnership is beneficial to both organizations, and to the patrons of the Monterey County Free Libraries, which benefit from the enhanced resources, services, awareness, and knowledge of the work done by the Alliance.

Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the use of Monterey County Free Libraries resources and space to conduct the above activities. This MOU is intended to supersede the MOU entered into in March, 2021.

Responsibilities Under This MOU

The County shall undertake the following activities:

- Provide access to library facilities for the Alliance, or their volunteers for identified activities.
- Allow designated Alliance representatives facility access on mutually negotiated schedule and duration, to be determined in advance, and in accordance with any policies for space shared with Library operations, or other applicable community uses.
- Provide applicable support and workspace for Alliance activities, so long as it does not interfere with Library operations, or otherwise violate any applicable law, County policy, or other applicable agreement.
- Provide current and complete County and Library access and safety policies and protocols to Alliance Board, staff, volunteers, and designees.

- Provide appropriate documentation, forms, equipment, tools, and products to comply with County and Library access and safety policies and protocols at the Monterey County Free Libraries.
- Provide appropriate programming tools and equipment for public programs on County premises.
- Provide an open channel of communication to and with the Library staff, and Library Administrative Staff.

The Alliance shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated through the Board of the Alliance, and to all appropriate designees and volunteers undertaking the designated Alliance activities.
- Ensure that all Board, volunteers, and designees follow County and Library access and safety policies and protocols.
- Provide an open channel of communication to and with the Alliance Board and staff.
- Offer all services, events, programs, and workshops on County premises free of charge. All services should be open to the public.

TERM

This MOU is in effect upon signing and will be for a term of three (3) years. This MOU may be terminated on terms mutually agreed upon by the parties, or upon 30 days advance written notice, without cause, by either party. This MOU may be extended by mutual agreement of the parties on a year-by-year basis, for a maximum of two (2) additional years.

INDEMNITY: In consideration and furtherance of the above specified purpose, Alliance on Aging, shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Alliance on Aging's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Alliance on Aging" includes their action or inaction and the action or inaction of the Alliance's officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

INSURANCE: Evidence of Coverage: Prior to commencement of this MOU, Alliance on Aging shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Alliance on Aging upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. This approval of insurance shall neither relieve nor decrease the liability of the Alliance on Aging.

Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

Insurance Coverage Requirements: Without limiting the Alliance's duty to indemnify, Alliance on Aging shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and property Damage of not less than \$1,000,000 per occurrence.
- Workers' Compensation Insurance, if Alliance on Aging employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Alliance on Aging completes all the work or performs all the services under this Agreement. Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Alliance on Aging and additional insureds with respect to claims arising from each subcontractor, if any, performing work or services under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Alliance's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Alliance's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 201011-85 or CG 201010 01 in tandem with CG 20 3710 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99. Prior to the execution of this Agreement by the County, Alliance on Aging shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the Alliance on Aging has in effect the insurance required by this Agreement.

The Alliance on Aging shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. Alliance on Aging shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Alliance on Aging and Alliance on Aging shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Alliance on Aging to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. Alliance on Aging shall be a licensed, bonded and a properly insured (or permissibly self-insured) contractor, and be responsible for restoring the Property to a condition acceptable to the County upon completion of its purpose for using the Property.

Non-Discrimination/Compliance with Applicable Laws:

During the term of this MOU, the Alliance and their employees, agents, and/or subcontractors shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation. The Alliance agrees to comply with all federal, state and local laws, regulations and ordinances of these authorities, including any health and safety orders or requirements issued by local or state authorities.

No Employment Relationship: this MOU is not intended to and shall not be construed to create an employment relationship between the County and Alliance on Aging or its agents, employees and/or volunteers.

Governing Law: This MOU shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

Assignment: The Alliance shall not assign or transfer interest in this MOU to any other parties without written consent from the County.

Amendment: This MOU may be amended or modified only by an instrument in writing signed by the County and the Foundation.

Authority: Any individual executing this MOU on behalf of the County or the Alliance represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such party and bind the party to the terms and conditions of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year written above.

BY: _____
Hillary A. Theyer
Title: Library Director, Monterey County Free Libraries
Date: _____

BY: Teresa Sullivan
Title: Board of Director, Alliance on Aging
Date: _____