

## **Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and Friends of the Gordon B. Forrest Memorial Library also known as the Friends of the Seaside Library**

This memorandum of understanding establishes a formal working partnership between the County of Monterey, on behalf of Monterey County Free Libraries (MCFL) and Friends of the Gordon B. Forrest Memorial Library also known as the Friends of the Seaside Library, a public benefit corporation, also known as Friends of the Gordon R. Forrest Memorial Library (Friends).

The goal of this partnership is to guide the use of physical space inside and the area immediately around the Seaside Branch Library for use by the Friends to provide and in support of public programming, book sales and book sale activities, fundraising activities, meetings of the Friends' Board, Committees, and working groups, and meetings with Monterey County Free Libraries staff.

### **Background**

The Friends of the Seaside Library and MCFL have had a long and productive partnership, resulting in many facets of community benefit.

MCFL has provided physical space inside and outside the Seaside Branch Library (550 Harcourt Ave, Seaside 93955) to the Friends of the Seaside Library for activities including public programs held inside the facility, public programs held outside the facility on the adjacent grass area, book sales in the library foyer, housing of documents and records belonging and relating to the Friends, meetings of the Board, Committees, and working groups of the Friends of the Seaside Library.

The Friends of the Seaside Library have provided support for these activities through scheduling use of the building and coordinating events with MCFL staff, sharing information about needs, goals, and plans for Friends of the Seaside Library activities, complying with facility safety and access policies, protocols, and procedures; and engaging in ongoing communication with MCFL.

The Friends of the Seaside Library have supported the operations of the Seaside Branch through fundraising and donations toward library programs, materials, and services; provision of enjoyable and engaging programs for the public; and ongoing fundraising and community support for the library building and physical amenities.

MCFL has provided support for these activities through providing access to the rooms and areas of the facility (with keys or attending meetings and events); through the promotion of Friends of the Seaside Library activities; staff collection of cash for ongoing book sale items; and coordination of facilities service, maintenance, enhancement and repair.

This partnership is beneficial to both organizations, and to the entire Seaside community, which benefits from the enhanced collections, materials, programs, and activities at the Seaside Branch Library.

### **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 library space to conduct the above activities.

### **Responsibilities Under This MOU**

The Monterey County Free Libraries shall undertake the following activities:

- Provide access to the facility for Friends of the Seaside Library Board Members, or their volunteers for identified activities.
- Allow designated Friends of the Seaside Library 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 Friends of the Seaside Library activities, so long as it does not interfere with Library operations, or otherwise violate any applicable law, County policy, or other applicable agreement.
- Support fundraising sales of books, mugs, and similar small items in the Library through taking cash and separate cash management with the Friends.
- House limited Friends documents within the Seaside Library facility, with the understanding that MCFL is not responsible for compiling, organizing, discarding, or providing any public access to records of the Friends.
- Provide current and complete County and Library access and safety policies and protocols to Friends of the Seaside Library Board and designees and provide training on all current County and Library access and safety policies and protocols.
- Provide appropriate documentation, forms, equipment, tools, and products to comply with County and Library access and safety policies and protocols at the Seaside Branch Library.
- Provide an open channel of communication to and with the Seaside Branch Library staff, and Library Administrative Staff.

Friends of the Seaside Library shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated through the Board of the Friends of the Seaside Library, and to all appropriate designees and volunteers undertaking the designated Friends of the Seaside Library activities.
- Ensure that all Board, volunteers, and designees follow County and Library access and safety policies and protocols.
- Manage all storage, filing, discarding, duplication, or public access to documents and records owned by the Friends, and stored at the Seaside Library facility.
- Provide an open channel of communication to and with the Friends of the Seaside Library Board.

### **TERM**

This MOU is in effect upon signing and will be for a term of three years. This MOU may be amended or altered by mutual agreement of both parties. 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.

**INDEMNITY:** In consideration and furtherance of the above specified purpose, Friends 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 Friends' performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Friends performance" includes its action or inaction and the action or inaction of Friends' officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

**INSURANCE: Evidence of Coverage:** Prior to commencement of this MOU, Friends 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, Friends 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 Friends.

**Qualifying Insurers:** All coverages, except surety, shall be issued by companies that 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 Friends' duty to indemnify, Friends 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.

**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 years following the date Friends 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 30 days in advance of any endorsed reduction in coverage or limit, cancellation, or

intended non-renewal thereof. Each policy shall provide coverage for Friends of 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 Friends' 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 Friends' 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, Friends shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Friends has in effect the insurance required by this Agreement.

Friends shall file a new or amended certificate of insurance within 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. Friends 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 Friends and Friends shall have 5 calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Friends to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. Friends 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, Friends 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. Friends agrees to comply with all federal, state, and local laws, and regulations and ordinances of these authorities, including any health and safety orders or requirements issued by local or state authorities.

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

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

DocuSigned by:  
  
BY: \_\_\_\_\_  
Title: President  
Date: 6/21/2024 | 12:36 PM PDT

BY: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Counsel's Office