

## **Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and the Parenting Connection of Monterey County**

This memorandum of understanding establishes a formal partnership between the County of Monterey (County), on behalf of Monterey County Free Libraries (MCFL), and the Parenting Connection of Monterey County (PCMC).

The goal of this partnership is to offer programs and presentations at library facilities for parents, families, and interested community members to ensure that they are aware of the resources with regards to family wellness and positive parent-child interaction. The collaboration is beneficial to both parties.

The Parenting Connection of Monterey County plans to collaborate with Monterey County Free Libraries to use the meeting rooms or general library space to offer public events and programs. These programs will be free and open to the public.

### **RECITALS**

WHEREAS, the mission of PCMC is to provide equitable access to resources that reduce stigma, eliminate barriers, and provide support towards building positive parent-child interaction and family wellness through education and programming from pregnancy to age five.

WHEREAS, the mission of MCFL is to bring ideas, inspiration, information, and enjoyment to our community. MCFL's vision is that Monterey County is a community where everyone has the opportunity to achieve their potential and pursue happiness.

WHEREAS, PCMC currently collaborates with MCFL by using the meeting rooms and general library spaces for programs and presentations.

WHEREAS, through collaboration, PCMC and MCFL are looking to expand program offerings at libraries to increase outreach to residents and to offer parent education and family wellness programs and presentations to the public. Programs and activities may be presented by PCMC volunteers or partner agencies. The goal is to benefit community members and to fulfill the missions of both institutions.

WHEREAS, the partnership shall be beneficial to both organizations, and to the entire Monterey County community, which will benefit from the information, resources, and advocacy programs.

**NOW THEREFORE, it is hereby agreed by and between the County of Monterey and PCMC as follows:**

### **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 County shall undertake the following activities:

- Provide access to the library facilities for PCMC staff, volunteers, or designees for identified activities.
- Allow designated PCMC staff access to the library facilities on a mutually negotiated schedule and duration, to be determined in advance, in accordance with the policies for space shared with Library operations.
- Provide applicable support for PCMC activities, as long as it does not conflict or 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 PCMC volunteers, staff, and designees on any applicable County and Library safety policies and protocols.
- Provide an open channel of communication to and with PCMC.
- Conduct promotion of each program held in a MCFL location.

The Parenting Connection of Monterey County shall undertake the following activities:

- May offer parent education and family wellness programs and presentations in English and Spanish.
- Bring all needed supplies, copies and resources for programs and presentations and ensure supplies are not left at the library.
- Ensure that County and Library access and safety policies and protocols are communicated to the PCMC staff, volunteers, and designees undertaking PCMC activities at the Library.
- Ensure that programs can be safely performed in designated MCFL space with respect to privacy of families and children attending the program.
- Ensure that all PCMC staff, volunteers, and designees follow County and Library access and safety policies and protocols.
- Ensure that activities and programs are free of charge and open to the public.
- Ensure that appropriate and applicable licensing and permits and permissions are acquired for programs and presentations.
- Ensure that any safety tools or set up are provided and used appropriately to the program or presentation.

- Provide and open channel of communication to and with MCFL staff.

## **TERM**

This MOU is in effect upon signing and will be for a term of three (3) years. This MOU may be amended or altered by mutual agreement of both parties in writing. 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.

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

**INSURANCE: Evidence of Coverage:** Prior to commencement of this MOU, the Parenting Connection of Monterey County 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, the Parenting Connection of Monterey County 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 Parenting Connection of Monterey County.

**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 Parenting Connection of Monterey County's duty to indemnify, the Parenting Connection of Monterey County 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 the Parenting Connection of Monterey County 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 the Parenting Connection of Monterey County 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 the Parenting Connection of Monterey County 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 Parenting Connection of Monterey County'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 Parenting Connection of Monterey County'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, the Parenting Connection of Monterey County shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the Parenting Connection of Monterey County has in effect the insurance required by this Agreement.

The Parenting Connection of Monterey County 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. The Parenting Connection of Monterey County 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 the Parenting Connection of Monterey County and the Parenting Connection of Monterey County shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by the Parenting Connection of Monterey County to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. The Parenting Connection of Monterey County 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.

**LIABILITY:** The County of Monterey makes no warranties about the condition of the premises that it makes available to the Parenting Connection of Monterey County. The County shall not be liable for any personal injury or damage to property which the Parenting Connection of Monterey County or its staff, volunteers, guests, invitees may incur or cause. The Parenting Connection of Monterey County hereby release the County from such liability and shall maintain insurance to cover any such losses.

**Non-Discrimination/Compliance with Applicable Laws:**

During the term of this MOU, The Parenting Connection of Monterey County 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 Parenting Connection of Monterey County 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.

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

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

**Authority:** The Parties signing this MOU certify that they have proper authorization to do so.

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

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Office of the County Counsel