

**Memorandum of Understanding between the  
County of Monterey on behalf of the Monterey County Free Libraries and  
United Way Monterey County on behalf of the VITA Program**

This memorandum of understanding establishes a formal partnership between the County of Monterey (County), on behalf of Monterey County Free Libraries (MCFL), and United Way Monterey County (UWMC), on behalf of the Volunteer Income Tax Assistance (VITA) program.

The goal of this partnership is to offer free tax assistance at the library for low- and middle-income taxpayers and individuals with limited English proficiency in Monterey County, as well as to provide educational outreach on the benefits of filing tax returns, securing potential tax credits, and other ways to build financial asset.

Because libraries function as community information centers and meeting spaces, this collaboration is beneficial to both parties.

UWMC's VITA program will collaborate with Monterey County Free Libraries to use the meeting rooms or general library space to offer tax assistance. These services will be free and open to the public.

**RECITALS**

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

WHEREAS the mission of UWMC is to engage the community and focus resources to improve lives in Monterey County, with a vision of a caring and connected community where everyone has an opportunity to succeed;

WHEREAS UWMC's VITA program and MCFL would like to continue their previous collaboration to provide free tax prep services and educational outreach to Monterey County residents;

WHEREAS this partnership shall benefit both organizations, and the entire Monterey County community, by increasing the economic self-sufficiency and financial stability of our families so they can lead healthier, more productive lives;

NOW THEREFORE it is hereby agreed by and between the County and UWMC 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 library facilities for VITA staff, volunteers, or designees for identified activities 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.

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- Provide applicable support and workspace for VITA activities, so long as it does not interfere with Library operations, or otherwise violate any applicable law, County policy, or other applicable agreement.
- Provide VITA staff and volunteers access to Library public computers, to be used according to MCFL's Computer Use policy, if required for activities, safe and practicable, and does not disrupt library operations.
- Provide current and complete County and Library access and safety policies and protocols to VITA staff and volunteers and provide training on any applicable County and Library access and safety policies and protocols.
- Allow access to MCFL's public printers and photocopiers and provide in-kind support through the use of toner.
- Ensure that County and Library access and safety policies and protocols are communicated to the VITA staff and volunteers undertaking the designated VITA activities.
- Ensure that all VITA 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 any additional permits, permissions, licenses, or certifications applicable to the activity are obtained and in place.
- Provide an open channel of communication to and with MCFL staff.

UWMC's VITA program shall undertake the following activities:

- Offer free tax preparation services by VITA trained staff, volunteers or designees to income qualifying residents in the community.
- Organize and manage all scheduling for clients participating in the service.
- Provide paper for MCFL printers and photocopiers for any prints done by tax preparation staff, volunteers, or designees.
- Review program details before each tax season with MCFL staff.
- Assess MCFL site for safety and adequacy, ensuring all County and MCFL safety policies and protocols are met.
- Ensure that County and MCFL access and safety policies and protocols are communicated to the VITA staff and volunteers undertaking the designated VITA activities.
- Ensure that all VITA staff, volunteers, and designees follow County and Library access and safety policies and protocols.
- Ensure that MCFL space used are returned to the condition prior to use.
- Ensure that activities and programs are free of charge and open to the public.
- Ensure that any additional permits, permissions, licenses, or certifications applicable to the activity are obtained and in place.
- Provide an 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 terminated on terms mutually agreed upon by the parties, or upon 30 days advance written notice, without cause, by either party.

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**INDEMNITY**

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

**INSURANCE**

Evidence of Coverage: Prior to commencement of this MOU, UWMC 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, UWMC 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 UWMC.

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 UWMC's duty to indemnify, UWMC 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 UWMC 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

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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 UWMC 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 UWMC 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 UWMC'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 UWMC'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, UWMC shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the UWMC has in effect the insurance required by this Agreement.

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

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**GOVERNING LAW**

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

**ASSIGNMENT**

UWMC 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 they have proper authorization to do so.

Name: \_\_\_\_\_  
Hillary Theyer, Library Director  
Monterey County Free Libraries

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

Name: Katy Castagna  
C6B5624DBAC4439  
Katy Castagna, President & CEO  
United Way Monterey County

Date: 2/2/2024 | 2:29 PM PST

Approved as to Form: \_\_\_\_\_  
Office of the County Counsel