

Memorandum of Understanding between the County of Monterey on behalf of Monterey County Free Libraries and the Monterey Museum of Art

This memorandum of understanding establishes a formal partnership between the County of Monterey (County), on behalf of Monterey County Free Libraries (MCFL) and The Monterey Museum of Art (MMA).

The goal of this partnership is to provide accessible art workshops and other programs at branch libraries that spark a passion and curiosity for creativity. The workshops are curriculum based and will be themed around exhibitions on display at the Monterey Museum of Art. Exhibits rotate seasonally programs will change with the exhibits. Our hope is that these free art programs foster a different way for the community to engage with our exhibitions and cultivate newfound appreciation for art. Because MCFL serve as community information centers and meeting spaces the collaboration is beneficial to both parties.

Monterey Museum of Art plans to collaborate with Monterey County Free Libraries to use the meeting rooms or general library space to offer workshops and programs. These programs will be free and open to the public.

RECITALS

WHEREAS, the mission of Monterey Museum of Art is to cultivate curiosity in the visual arts and engages community with the diversity of California art - past, present, and future and the vision is a collaborative center where art and community engage.

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, Monterey Museum of Art hopes to collaborate with multiple MCFL branches in order to bring the museum's collection and curriculum to Monterey County areas where geography may be a barrier to accessing the collection.

WHEREAS, through collaboration, Monterey Museum of Art and MCFL are looking to expand program offerings at libraries to increase outreach to residents and enhance awareness of the art and exhibits at the museum. Programs and activities may be presented by Monterey Museum of Art staff and volunteers. The goal is to benefit community members and to fulfill the missions of both institutions.

WHEREAS, this partnership shall be beneficial to both organizations, and to the entire Monterey County community, which will benefit from access to creative programs and exposure to the visual arts.

NOW THEREFORE, it is hereby agreed by and between the County and the Monterey Museum of Art 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 MCFL facilities for Monterey Museum of Art staff, volunteers, or designees for identified activities.
- Allow designated Monterey Museum of Art staff 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 for Monterey Museum of Art activities, so 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 Monterey Museum of Art staff, and volunteers and provide training on any applicable County and Library access and safety policies and protocols.
- Provide an open channel of communication to and with Monterey Museum of Art staff.

Monterey Museum of Art shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated to the Monterey Museum of Art staff, and volunteers undertaking the designated Monterey Museum of Art activities.
- Ensure that all Monterey Museum of Art 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.

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.

INDEMNITY

In consideration and furtherance of the above specified purpose Monterey Museum of Art, 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 Monterey Museum of Art's performance of this Agreement,

unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Monterey Museum of Art performance" includes their action or inaction and the action or inaction of Monterey Museum of Art officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

INSURANCE

Evidence of Coverage: Prior to commencement of this MOU, Monterey Museum of Art 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, Monterey Museum of Art 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 Monterey Museum of Art.

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 Monterey Museum of Art's duty to indemnify, Monterey Museum of Art 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 Monterey Museum of Art 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 Monterey Museum of Art 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 Monterey

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

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

Monterey Museum of Art 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: _____ Date: _____
Corey Madden, Executive Director
Monterey Museum of Art

Name: _____ Date: _____
Hillary Theyer, Library Director
Monterey County Free Libraries

Approved as to form:

Office of the County Counsel