

Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and Friends of the Marina Library

This Memorandum of Understanding (“MOU”) is by and between the County of Monterey, on behalf of Monterey County Free Libraries (“MCFL”) and Friends of the Marina Library, a public benefit corporation, (“Friends”).

RECITALS

WHEREAS, this MOU establishes a formal working partnership between the County of Monterey, on behalf of the Monterey County Free Libraries, and the Friends of the Marina Library.

WHEREAS, MCFL and Friends desire to enter into this MOU setting forth roles and responsibilities of their formal working partnership.

WHEREAS, the goal of this partnership is to guide the use of physical space inside the Marina Library (190 Seaside Circle, Marina CA), the exterior patio areas immediately adjacent to the Library building, and other shared resources for use by the Friends to provide public programming, book sales, fundraising activities, meetings of the Friends, and other activities in partnership with MCFL.

Background and History

The Friends and MCFL have had a long and productive partnership, resulting in many facets of community benefit including robust public programs, fundraising opportunities, and enhancements to the Marina Library facility.

MCFL has provided physical space inside and outside the Marina Branch Library (190 Seaside Circle, Marina CA) to the Friends for activities including public programs held inside the facility, public programs held outside the facility, on the adjacent patios, and inside the library space; book sales in the lobby area patios, and the Community Room; and for meetings of the Board, Committees, and working groups of the Friends.

The Friends 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 activities, fully managing arrangements and requirements for the activities, complying with facility safety and access policies, protocols and procedures; and engaging in ongoing communication with MCFL.

The Friends have supported the operations of the Marina 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 being in attendance at meetings and events); through the promotion of Friends activities; staff collection of cash for ongoing booksale items in the lobby; provision of increased custodial service to accommodate events and booksales; and coordination of facilities service, maintenance, enhancement and repair.

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

Purpose and Scope

NOW, THEREFORE, it is hereby agreed by and between MCFL and Friends as follows:

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 and other shared resources to conduct the above activities.

Responsibilities Under This MOU

The Monterey County Free Libraries shall undertake the following activities:

- With advanced and written approval, provide access to the facility for Friends of the Marina Library Board Members, or their volunteers for identified activities.
- With written approval, allow designated Friends of the Marina 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 Marina 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, bags, and similar small items in the library through taking cash and separate cash management with the Friends.
- Provide limited, suitable, and safe storage space to house records or items belonging to the Friends in the facility, by mutual arrangement, and with the understanding that MCFL is not responsible for organizing, discarding, or providing any public access to the records or materials. If the space is required for library operations or space must be adjusted or eliminated for safety, County shall provide reasonable notice to the Friends. Such storage shall not confer any ownership interest to MCFL. County shall not provide insurance for any item owned by the Friends against damage or loss.
- Provide current and complete County and Library access and safety tools, policies and protocols to Friends of the Marina Library Board and designees and provide training on all current County and Library access and safety policies and protocols as applicable to the activity.
- Provide an open channel of communication to and with MCFL and other County Staff.

Friends of the Marina 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 Marina Library, and to all appropriate parties undertaking the designated Friends of the Marina Library activities.
- Ensure that all Board, and volunteers engaging in Friends activities follow County and Library access and safety policies and protocols.
- Acquire and manage any additional licenses, permits, or permissions for Friends activities.
- Provide an open channel of communication to and with the Friends of the Marina Library Board.

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 for two additional years.

INDEMNITY: In consideration and furtherance of the above specified purpose, Friends of the Marina Library, 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 from or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Friends of the Marina Library's performance of this MOU, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Friends of the Marina Library's performance" includes their action or inaction and the action or inaction of Friends of the Marina Library's officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

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

INSURANCE: Evidence of Coverage: Prior to commencement of this MOU, Friends of the Marina Library 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 of the Marina Library 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 Friends of the Marina Library.

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 Friends of the Marina Library's duty to indemnify, Friends of the Marina Library 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.
- If Friends either acquires an automobile or it becomes necessary for Friends to use an automobile in the performance of its duties under the MOU, 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 of the Marina Library 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 the Marina Library 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 of the Marina Library'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 Friends of the Marina Library'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, Friends of the Marina Library shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the Friends of the Marina Library has in effect the insurance required by this Agreement.

The Friends of the Marina Library shall file a new or amended certificate of insurance within five 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 of the Marina Library 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 of the Marina Library and Friends of the Marina Library shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Friends of the Marina Library to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. Friends of the Marina Library 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:

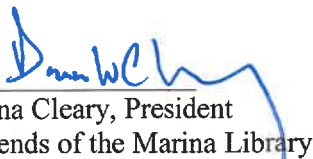
During the term of this MOU, Friends and their employees, agents, and/or subcontractors shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation. Friends agrees to comply with all federal, state, and local laws, 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.

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.


Dana Cleary, President
Friends of the Marina Library

Hillary Theyer, Library Director
Monterey County Free Libraries

