

Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and the Monterey Bay Aquarium Foundation

This memorandum of understanding establishes a formal partnership between the County of Monterey (the "County"), on behalf of Monterey County Free Libraries (MCFL) and the Monterey Bay Aquarium Foundation (the "Monterey Bay Aquarium").

The goal of this partnership is to offer programs, activities and presentations at library facilities for the general public to educate the community about the ocean environment, wildlife and the work at Monterey Bay Aquarium, and to entertain and inspire our communities. Because libraries serve as community information centers and meeting spaces, and loan books on many topics related to the ocean, the collaboration is beneficial to both parties.

The Monterey Bay Aquarium plans to collaborate with Monterey County Free Libraries to use the meeting rooms or general library space to offer programs, activities and presentations. These programs will be free and open to the public.

RECITALS

WHEREAS, the mission of Monterey Bay Aquarium is to inspire conservation of the ocean

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, through collaboration, Monterey Bay Aquarium and MCFL are looking to expand program offerings at libraries to increase outreach to residents and enhance awareness of the ocean environment and conservation for adult and youth. Programs and activities may be presented by Monterey Bay Aquarium staff members and volunteers. The goal is to benefit community members, raise awareness about the local environment, encourage education about the ocean and the work of the Monterey Bay Aquarium, and to promote reading 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 learning more about the Monterey Bay Aquarium, marine life, ocean conservation, and library collections on related topics and more.

NOW THEREFORE, it is hereby agreed by and between the County and the Monterey Bay Aquarium 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 Bay Aquarium staff, volunteers, or designees for identified activities.
- Allow designated Monterey Bay Aquarium staff and volunteers, 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 Bay Aquarium 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 Bay Aquarium members, 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 Bay Aquarium members.

Monterey Bay Aquarium shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated to the Monterey Bay Aquarium members, and volunteers undertaking the designated Monterey Bay Aquarium activities.
- Ensure that all Monterey Bay Aquarium members, 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.
- Help promote the Monterey Bay Aquarium and its programs, activities and presentations.
- Ensure that any additional permits, permissions, licenses or certifications applicable to the activity are obtained and in place.
- Ensure that any personally identifiable information required for MBA participants is collected, secured, or retained by MBA, and not shared with or represented as being collected by MCFL.
- 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 Monterey Bay Aquarium, 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 Bay Aquarium's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Monterey Bay Aquarium performance" includes their action or inaction and the

action or inaction of Monterey Bay Aquarium officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

INSURANCE

Evidence of Coverage: Prior to commencement of this MOU, Monterey Bay Aquarium shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Endorsements executed by the insurance carrier shall accompany the certificate. This approval of insurance shall neither relieve nor decrease the liability of the Monterey Bay Aquarium.

Qualifying Insurers: All coverage's, 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 Bay Aquarium's duty to indemnify, Monterey Bay Aquarium 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 Bay Aquarium 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 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 Bay Aquarium completes all the work or performs all the services under this Agreement. Each policy shall provide coverage for Monterey Bay Aquarium and additional insureds with respect to claims arising from each subcontractor, if 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 name the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Monterey Bay Aquarium'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 Bay Aquarium's insurance. Prior to the execution of this Agreement by the County, Monterey Bay Aquarium shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the Monterey Bay Aquarium has in effect the insurance required by this Agreement.

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

DocuSigned by:
Ann Marie Nemanich
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Name: _____ **Date:** 11/25/2025
Name: Ann Marie Nemanich **Title:** Chief Financial Officer
Monterey Bay Aquarium

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