

## **Memorandum of Understanding between Migrant Education of the Pajaro Valley Unified School District and Monterey County Free Libraries**

This Memorandum of Understanding (MOU) establishes a formal working relationship between the Pájaro Valley Unified School District (the District) for the purpose of implementing its Migrant Education Program (MEP) and Monterey County, acting through its Monterey County Free Libraries (MCFL). The goal of the collaborative partnership between the District and MCFL is to offer the Pajaro community instructional services that will benefit both adults and preschoolers.

### **I. PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the delivery of Parent Education and Pre-School services to Migrant families at the Pájaro Branch Library in the Porter Mansion in Pajaro, California.

### **II. TERM**

The term of this MOU shall be September 1, 2017 through August 31, 2018. 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 on a year-by-year basis, to increase the term by no more than three (3) additional years. Such amendments, providing for a maximum of three (3) extensions of one year each, may also adjust the cost of meeting room use and cleaning charges, and shall be implemented by formal amendment, executed by both parties.

### **III. ROLES AND RESPONSIBILITIES UNDER THIS MOU**

- a. The District shall undertake the following activities to implement the MEP:
  - Ensure that all migrant students and adults are eligible for the services to be provided
  - Offer pre-school services to migrant students and English Language Development to migrant parents Monday through Thursday at the Pajaro Branch Library Facility from 8 am to 12:30 pm.
  - The services will be offered in four 10-week sessions during the course of the school year for a total of 40 weeks.
  - The number of migrant students served at any one time is not to exceed 18 students
  - The number of migrant parents served at any one time is not to exceed 18 adults
  - Ensure that all District staff are properly certified and authorized to provide instructional services

- Inspect the playground equipment on the premises of the Porter Mansion, Pajaro, and hold MCFL and the County of Monterey harmless for its use as provided in paragraph V of this MOU.
- The District will provide tables and chairs sufficient to serve up to 18 students and shall maintain them in good condition in order to furnish the room in the Porter Mansion, Pajaro, used to serve the migrant students. These tables and chairs will become the property of MCFL upon conclusion of this MOU.
- The District will pack up and put away all equipment, supplies, etc. at the end of each daily session so that the room designated for the MEP by MCFL in the Porter Mansion is available for use by others.
- The District will follow the rules for use of Meeting Rooms as specified in MCFL’s policies, a copy of which is attached as Attachment A. District will pay the usage fee designated by MCFL below.
- The District will compensate MCFL at a rate of \$100 a week for the use of the Pajaro Branch Library facility, payable as specified below.
- The District will compensate MCFL for a quarterly cleaning charge of \$250.00, payable as specified below.

b. MCFL shall undertake the following activities to implement the MEP:

- Provide access and the use of two (2) meeting rooms in the Pajaro Branch Library/Porter Mansion for the parent education meetings and the pre-school classes from 8 a.m. to 12:30 p.m., Monday through Thursday. The selection of the meeting rooms will be mutually agreed upon by the parties.
- Provide access to the playground equipment on the premises for use by the migrant students participating in the MEP.
- MCFL will provide the District with a quarterly invoice for the cost of these specified facilities at a nominal rate of \$100 per week, payable within thirty (30) days of receipt.
- MCFL will provide to MEP a quarterly invoice for the cost of cleaning the facilities at a rate of \$250 per quarter, payable within thirty (30) days of receipt.

**IV. FUNDING**

The District will compensate MCFL at a rate of \$100 per week to be invoiced and paid quarterly. An additional cleaning charge of \$250 will be billed quarterly. The total annual amount billed will be \$5,000. These charges are itemized as follows:

School quarter consists of 10 weeks at \$100 = \$1,000 per quarter	(annual \$4,000)
Quarter billing of cleaning charge - \$250 per quarter	(annual \$1,000)
<b>Total annual billing:</b>	<b>\$5,000</b>

These charges are in lieu of room charges specified in the MCFL’s Meeting Room policies, attachment A to this MOU. The charges specified in Attachment A do not apply.

## **V. LIABILITY AND INDEMNIFICATION**

- a. The District shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of 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 District's performance of this MOU, unless such claims, liabilities, or losses arise out of sole negligence or willful misconduct of the County. "The District's performance" includes the District's action or inaction and the action or inaction of the District's officers, employees, agents and subcontractors.
- b. The above-stated obligations to indemnify, defend, and hold harmless survive the termination of this MOU and extend to the expiration of the statute of limitations applicable to claims arising out of this MOU.

## **VI. Insurance Requirements**

### **1. Evidence of Coverage:**

Prior to commencement of this MOU, the District 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 District 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. The District shall not receive a "Notice to Proceed" with the work under this MOU until it has obtained all insurance required and such, County has approved insurance. This approval of insurance shall neither relieve nor decrease the liability of the District.

### **2. 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, per the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

### **3. Insurance Coverage Requirements:**

Without limiting the District's duty to indemnify, the District shall maintain in effect throughout the term of this MOU 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 MOU, 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 District employs others in the performance of this MOU, 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.

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 taken together, to cover liability for malpractice or errors or omissions made during rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the District shall, upon the expiration or earlier termination of this MOU, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this MOU.

4. Other Insurance Requirements:

All insurance required by this MOU shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this MOU, 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 the District completes its performance of services under this MOU.

Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for the District and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this MOU, 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 the District'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 the District's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 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 MOU by County, the District shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that the District has in effect the insurance required by this MOU. The District 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 MOU, which shall continue in full force and effect.

The District shall always during the term of this MOU maintain in force the insurance coverage required under this MOU 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 District and the District shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by the District to maintain such insurance is a default of this MOU, which entitles County, at its sole discretion, to terminate this MOU immediately.

## **VII. Miscellaneous**

- a. **Amendment.** This MOU may be amended or modified only by an instrument in writing signed by the County and the District.
- b. **Waiver.** Any waiver of any terms and conditions of this MOU must be in writing and signed by the County and the District. A waiver of any of the terms and conditions of this MOU shall not be construed as a waiver of any other terms or conditions in this MOU.
- c. **Governing Law.** This MOU shall be governed by and interpreted under the laws of the State of California. Venue of litigation arising under this MOU shall be in the Superior Court of California, Monterey County.
- d. **Construction of MOU.** The County and the District agree that each party has fully participated in the review and revision of this MOU and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this MOU or any amendment to this MOU.

- e. Authority. Any individual executing this MOU on behalf of the County or the District represents and warrants hereby that he or she has requisite authority to enter into this MOU on behalf of such party and bind the party to the terms and conditions of this MOU.
- f. Integration. This MOU, including the exhibits, represent the entire MOU between the County and MEP with respect to the subject matter of this MOU and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the District as of the effective date of this MOU, which is the date that the County signs the MOU.

*Luis Medina* Date: *8/8/17*  
 Luis Medina  
 Director, Migrant Education  
 Pajaro Valley Unified School District

\_\_\_\_\_ Date:  
 Jayanti Addleman  
 Library Director/County Librarian  
 Monterey County Free Libraries

Approved as to form:

*Dr. Michelle Rodriguez* Date:  
~~Richard Arellano~~ *Superintendent*  
~~Director of Purchasing~~  
 Pajaro Valley Unified School District

\_\_\_\_\_ Date:  
 Rebecca Cenicerros  
 County Counsel

\_\_\_\_\_ Date:  
 Steve Mauck  
 Risk Management