

Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and Partners for Peace

This memorandum of understanding establishes a formal partnership between the County of Monterey (County), on behalf of Monterey County Free Libraries (MCFL) and Partners for Peace.

The goal of this partnership is to offer free educational programs or presentations at library facilities for parents, families, caregivers, and youth, interested in building healthy and thriving families. The collaboration is beneficial to both parties by connecting community members to local resources and services available to strengthen families and in turn promote more peaceful communities.

Partners for Peace plans to collaborate with Monterey County Free Libraries to use the meeting rooms or general library space to offer programs or presentations. These programs or presentations will be free and open to the public.

RECITALS

WHEREAS, the mission of Partners for Peace is to build strong families for a peaceful community and to provide a continuum of prevention to intervention services for parents, families, and youth.

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, Partners for Peace will collaborate with MCFL by using the meeting rooms and general library spaces for programs or presentations, upon mutual arrangement with MCFL staff.

WHEREAS, through collaboration, Partners for Peace and MCFL are looking to offer programs or presentations at libraries to increase community outreach and share free information, resources and tools to support parents, caregivers, youth, and families. Programs and activities may be presented by Partners for Peace volunteers, staff, or designees. The goal is to benefit community members and to fulfill the missions of both institutions.

WHEREAS, the partnership shall be beneficial to both organizations, and the entire Monterey County community, through increased access to information, resources, and advocacy programs designed to strengthen families and contribute to more peaceful communities.

NOW THEREFORE, it is hereby agreed by and between the County of Monterey and PARTNERS FOR PEACE 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 the library facilities for Partners for Peace staff, volunteers, or designees for identified activities.
- Allow designated Partners for Peace staff, volunteers, or designees access to the library facilities on a mutually negotiated schedule and duration, to be determined in advance, in accordance with the policies for space shared with Library operations.
- Provide applicable support for Partners for Peace activities, as 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 Partners for Peace volunteers, staff, and designees and provide training on any applicable County and Library safety policies and protocols.
- Provide an open channel of communication to and with Partners for Peace.

Partners for Peace shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated to the Partners for Peace staff, volunteers, and designees undertaking Partners for Peace activities at the Library.
- Ensure that programs or presentations can be safely and appropriately performed in designated MCFL space.
- Bring all needed supplies, copies and resources for programs or presentations.
- Ensure that any required personally identifiable information or other data required to be gathered from any participants be entirely gathered and completely retained by Partners for Peace, with no express or implied implication that the data is being collected or retained by the MCFL.
- Ensure that all Partners for Peace staff, volunteers, and designees follow County and Library access and safety policies and protocols.
- Ensure that presentations or programs are free of charge and open to the public.
- Ensure that appropriate and applicable licensing, permits and permissions are acquired for programs or presentations.

- Ensure that any safety tools or set up are provided and used appropriately to the program or presentation.
- 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, Partners for Peace 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 Partners for Peace's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Partners for Peace" includes their action or inaction and the action or inaction of Partner for Peace's officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

INSURANCE: Evidence of Coverage: Prior to commencement of this MOU, Partners for Peace will 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, Partners for Peace 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 Partners for Peace.

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

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

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

Non-Discrimination/Compliance with Applicable Laws:

During the term of this MOU, Partners for Peace 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. Partners for Peace 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: 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.

DocuSigned by:

 Name: _____
 Vicki Law, Executive Director, Partners for Peace

Date: 11/19/2025 | 11:17 AM PST

Name: _____
Hillary Theyer, Library Director

Date: _____