



University Corporation at Monterey Bay

PARTNER SITE AGREEMENT
Between
UNIVERSITY CORPORATION AT MONTEREY BAY
And
MONTEREY COUNTY FREE LIBRARIES

Partner Site Organization: Monterey County Free Libraries

Address: 188 Seaside Circle
Marina, CA 93933

Partner Site Tax ID#: 94-6000524

Partner Site Contact Name: Jackie C. Bleisch

Phone: 831-883-7569

Fax: 831-883-7574

Email: BleischJC@co.monterey.ca.us

University Corporation PI: Laura Lee Lienk

CSUMB Department: Service Learning Institute

Project Title: AmeriCorps Volunteer Infrastructure Project (VIP)

Period of Performance: September 1, 2015 – August 31, 2016

Funding Agency: Corporation for National and Community Service

CFDA # of prime funding: 94.006 (AmeriCorps Recovery)

of AmeriCorps Members assigned: 1

Match required (non-federal sources): \$10,000
Consisting of:
Member cost @ \$7,000
Administrative cost @ \$3,000

Penalty assessment for any members not placed: \$5,000

PARTNER SITE AGREEMENT

This Agreement is entered into by and between the University Corporation at Monterey Bay (hereinafter called "University Corporation") and Monterey County Free Libraries (hereinafter called "PARTNER SITE") and constitutes a Partner Site Agreement under an Award from the Corporation for National and Community Service (flowed through Napa County Office of Education) (hereinafter called "Funding Agency"), issued to University Corporation.

WITNESSETH THAT

PARTNER SITE agrees to perform the work and services set forth herein, in accordance with the terms and conditions of this Agreement for the consideration stated herein. Therefore, it is agreed as follows:

Article I. SCOPE OF WORK

- a. PARTNER SITE shall provide the necessary personnel, equipment, facilities, and supplies to perform the work ("WORK") described in the Statement of Work, which is attached hereto as Exhibit A.
- b. PARTNER SITE agrees to use best efforts to perform the WORK described in Exhibit A.

Article II. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall begin on 9/1/15, and shall end on 8/31/16, unless extended by mutual written agreement, or terminated in accordance with the provisions of this Agreement. No costs shall be incurred under this Agreement prior to the starting date or subsequent to the ending date. Members will be placed at the Partner Site from approximately early September, 2015 through early August, 2016.

Article III. COST SHARE/MATCH

PARTNER SITE agrees to provide non-federal cash match of \$10,000/Member to pay for the Member's monthly Living Allowance and benefits, Member's LiveScan and CPR/First Aid training costs. The match of \$10,000/Member consists of Member cost @ \$7,000 and Administrative cost @ \$3,000.

University Corporation shall invoice PARTNER SITE for the cash match upon execution of Agreement.

Article IV. INSURANCE

PARTNER SITE shall furnish to the University Corporation prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the PARTNER SITE with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence. PARTNER SITE is a self-insured public entity, subdivision of the State of California, and it will provide a letter to University Corporation indicating its self insurance status and satisfaction of at least the above indicated minimum coverage and that the State of California, the Trustees of the California State University, the California State University, University Corporation at Monterey Bay and their officers, directors, employees, representatives, agents and volunteers of each of them, are included as additional insureds, but only insofar as the operations under this Agreement are concerned.

- a. That the State of California, the Trustees California State University, California State University Monterey Bay, and the University Corporation at Monterey Bay, and their officers, directors, employees, representatives, agents and volunteers, of each of them will not be responsible for any premiums or assessments on the PARTNER SITE policy or self-insurance coverage.

- b. PARTNER SITE agrees that the bodily injury liability self-insurance or insurance herein provided shall be in effect at all times during the term of this Agreement.

Article V. TERMINATION

- a. **For Convenience:** The parties may terminate this Agreement for convenience at any time when it is determined that such termination is in that party's best interest. The other party shall, upon receipt of notice of termination from the terminating party, refrain from incurring any further costs under this Agreement and shall use its best efforts to cancel any commitments made by it prior to receipt of such notice. Such termination shall, however, not affect any commitments that have become properly and legally binding prior to the effective date of termination and which could not reasonably have been rescinded.
- b. **For Cause (or default):** Either party may terminate this Agreement, in whole or in part, in the event that the other party fails or refuses to deliver services specified in the Agreement within the time provided, or otherwise violates any of the conditions of this Agreement, or if it becomes evident that the other party is not conducting the work in accordance with the specifications or with diligence so as to permit delivery on or before the specified delivery date, and in either of the latter two events does not cure such failure within a period of ten (10) days (or such longer period as the other party may authorize in writing) after receipt of notice from the party specifying such failure.

Article VI. DELAYS

Excusable Delays, Extension of Performance Period: Delays in delivery beyond the time specified in this Agreement due to causes beyond the control and without the fault or negligence of a party may be excused by the other party if the first party notifies the second party in writing of the cause of such delay within a reasonable time from the beginning thereof. When such excuse is given, the second party, by written notice to the first party, will extend the time for performance by such period of time as second party determines to be commensurate with the period of delay.

Article VII. MODIFICATIONS

This Agreement constitutes the entire understanding of the parties and supersedes all prior representations and understandings, whether oral or written. Any changes, amendments, or alterations shall not be effective unless mutually agreed upon in writing signed by authorized representatives of both parties.

Article VIII. AUDITS

PARTNER SITE shall maintain appropriate accounting records sufficient to properly document the in-kind cost share portion incurred in the performance of this Agreement and shall make such records available, upon request, to authorized University Corporation, its agents and/or auditor(s)/official(s) for audit purposes. Said records shall be retained and kept available by PARTNER SITE for a period of not less than three (3) years after the project end date by University Corporation, or until audit and resolution of any exceptions resulting there from, whichever occurs first.

Article IX. INDEMNIFICATION

- a. PARTNER SITE shall indemnify and hold harmless the State of California, the Trustees of the California State University, California State University Monterey Bay, the University Corporation at Monterey Bay, their officers, directors, employees, representatives, agents, volunteers and subcontractors from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Work described herein, caused in whole or in part by the negligent act or omission of the PARTNER SITE, its officers, directors, employees, representatives, agents, volunteers, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of

them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the University Corporation.

- b. UNIVERSITY CORPORATION shall indemnify and hold harmless the County of Monterey, the Monterey County Free Libraries, their officers, directors, employees, representatives, agents and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Work described herein, caused in whole or in part by the negligent act or omission of the UNIVERSITY CORPORATION, its officers, directors, employees, representatives, agents, volunteers, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the PARTNER SITE.

Article X. INDEPENDENT CONTRACTOR

PARTNER SITE and University Corporation are independent contractors and neither is an agent, joint venture or partner of the other. University Corporation shall be solely liable for and obligated to pay directly any applicable taxes incurred by Member. In connection therewith, University Corporation shall defend, indemnify, and hold PARTNER SITE harmless from any and all liability PARTNER SITE may incur because of University Corporation's failure to pay such taxes.

Article XI. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Article XII. NONDISCRIMINATION

During the performance of this Agreement, the PARTNER SITE will not deny the services or benefits to any person on the basis of religion, color ethnic group identification, sex, age, physical or mental disability, nor discriminate unlawfully against any employment or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex.

Article XIII. NOTICE

Notices required under this agreement shall be delivered personally or by first-class postage prepaid mail to the party's contract administrator at the addresses listed below.

For Partner Site
Jayanti Addleman, Library Director
Monterey County Free Libraries
188 Seaside Circle
Marina, CA 93933
(831) 883-7573

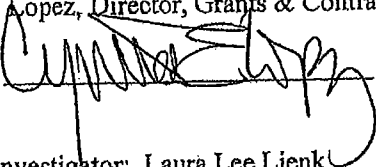
For University Corporation
Cynthia E. Lopez
Director, Sponsored Programs Office
California State University, Monterey Bay
100 Campus Center, Bldg. 97
Seaside, CA 93955-8001
(831) 582-3089

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

University Corporation at Monterey Bay:

Cynthia E. Lopez, Director, Grants & Contracts

Signature:

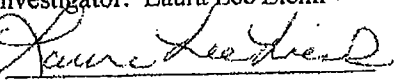


Date:

9/8/2015

Principle Investigator: Laura Lee Lienk

Signature:



Date:

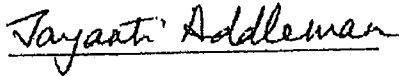
9/8/2015

PARTNER SITE:

Name: Jayanti Addleman

Title: Library Director

Signature:



Date:

9/4/2015