

**Memorandum of Understanding between
Monterey County Free Libraries
and
Harrison Memorial Library**

This Memorandum of Understanding (MOU) establishes a formal working relationship between Monterey County Free Libraries, a division of the County of Monterey, hereinafter referred to as "MCFL", and Harrison Memorial Library, a division of the City of Carmel-By-the-Sea, hereinafter referred to as "HML". The goal of this collaborative relationship is to offer literacy services at HML facilities to adults who live or work within the geographical boundaries of the County of Monterey. MCFL's literacy program, Read with MCFL, will be referred to as ReadMCFL in this MOU.

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 literacy services at HML facilities to adults who live or work within the geographical boundaries of the County of Monterey. It is understood that MCFL has a well-established literacy program and HML has the desire to provide literacy services without establishing a separate literacy program.

Each party is entering into this MOU in the spirit of collaboration and in good faith with the intention of finding a way to best serve the public while working with their respective limited resources.

II. ROLES AND RESPONSIBILITIES UNDER THIS MOU

a. *HML shall undertake the following activities:*

- *Create an extension program of ReadMCFL at their library and assume all financial responsibility and operational liability for the program*
- *Ensure that all adults who request literacy services are given the relevant information, are given the opportunity to request a tutor, and their contact information provided to ReadMCFL for purposes of assessing their readiness and matching them with tutors*
- *Ensure that all adults who seek to become tutors or receive tutor training are referred to ReadMCFL or given relevant information regarding the program and/or training opportunities*
- *Under the assistance of ReadMCFL staff, create, at HML's expense, a specialized literacy collection consisting of books, workbooks, etc. of appropriate size for use by tutors and/or learners*
- *Provide space for tutor-learner pairs to meet for literacy purposes during regular HML library hours, including tutor/learner pairs from other ReadMCFL locations*
- *Allow tutors and/or learners to use HML public access computers*

- *Promote literacy services available through HML and actively recruit tutors and learners*
- *Participate in collecting literacy services data as requested by MCFL and transmit these statistics to MCFL in a timely manner*
- *Treat all participants in the literacy program as regular library users*
- *Communicate with MCFL in a timely and regular manner and support the program to help make it a success as far as possible*
- *Make no unreasonable demands of MCFL that do not fit within MCFL'S mission or normal services*

b. *MCFL shall undertake the following activities:*

- *Create an extension program of ReadMCFL at HML*
- *Provide HML staff with the necessary orientation and training, including creating an FAQ list for HML staff, in support of establishing a literacy program at HML*
- *Provide tutor training at HML at least once a year at a time mutually agreed upon by MCFL and HML*
- *Provide the selection support to assist HML to create a specialized literacy collection consisting of books, workbooks, etc., within HML's budget requirements*
- *Respond to questions and concerns from HML staff in a timely manner*
- *Respond to tutor and learner requests in a timely manner and attempt to match them promptly, if necessary with tutors or learners from other ReadMCFL locations. Tutors and learners recruited at HML may also be placed at other ReadMCFL locations if appropriate or necessary*
- *Make no unreasonable demands of HML that do not fit within HML's mission or normal services*

c. *Relationship of the parties:*

This memorandum does not, nor is it intended to create a legal partnership, joint venture, or principal-agent relationship between the parties as those terms may be defined by statute or common law.

VI. FUNDING

HML and MCFL will each be responsible for its own expenses, including all staff salaries/wages, supplies, mileage, etc. related to this program. Each library also assumes responsibility for all services and program offered in their facilities or by their staff. Staff of each entity shall not be considered employees of the other entity for any purpose.

VII. LIABILITY AND INDEMNIFICATION

- a. HML agrees to defend, indemnify and hold harmless MCFL and the County of Monterey, their successors, assigns, trustees, officers, employees, agents and volunteers from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities

whatsoever arising out of any actual or alleged act, omission and/or negligence by HML or the City of Carmel-By-the-Sea and/or their successors, assigns, directors, officers, employees, volunteers and other agents while offering services relating to this MOU. The defense, indemnity and hold harmless obligations set forth herein shall remain in full force and effect during the term of this MOU, and shall survive the termination or expiration of this MOU for any actual or alleged act, omission and/or negligence that occurred during the term of this MOU. The Hold Harmless Agreement will terminate three (3) years after the parties terminate the MOU.

- b. MCFL will agree to defend, indemnify and hold harmless HML and the City of Carmel-By-the-Sea and their successors, assigns, trustees, officers, employees, agents, and volunteers from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities, whatsoever, arising out of any actual or alleged act, omission and/or negligence by MCFL or its successors assigns, directors, officers, employees, volunteers and other agents while performing its obligations under or related to this MOU. The defense, indemnity and hold harmless obligations set forth herein shall remain in full force and effect during the term of this MOU, and shall survive the termination or expiration of this MOU for any actual or alleged act, omission and/or negligence that occurred during the term of this MOU. The Hold Harmless Agreement will terminate three (3) years after the parties terminate the MOU.
- c.

VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of each party's authorized officials. It shall be in force from the date of the last authorized signature below to June 30, 2018. Extension of this MOU may be affected at any time upon written agreement by both parties. The MOU may be dissolved upon mutual agreement or by either party with 30 days written notice to the other party.

Each party shall indicate agreement with this MOU by their signatures.

Signature: Janet Bombard Date: 5/9/13
Janet Bombard, Library Director
Harrison Memorial Library, Ocean Ave. and Lincoln St., Carmel-by-the-Sea, CA 93921

Signature: _____ Date: _____
Jayanti Addleman, County Librarian
Monterey County Free Libraries, 188 Seaside Circle, Marina, CA 93933
(831) 883-7573