

## **Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and Ventana Wildlife Society**

This memorandum of understanding establishes a formal partnership between the County of Monterey (County), on behalf of Monterey County Free Libraries (MCFL) and the Ventana Wildlife Society (VWS).

The goal of this partnership is to offer programs and presentations at library facilities for the public to connect them with native wildlife and natural spaces on the Central California coast, to raise their awareness about conservation and protection of wildlife and the environment, and to offer other programs and activities to enrich their lives. Because libraries serve as community information centers and meeting spaces the collaboration is beneficial to both parties.

Ventana Wildlife Society (VWS) plans to collaborate with Monterey County Free Libraries to use the meeting rooms or general library space to offer programs. These programs will be free and open to the public.

### **RECITALS**

WHEREAS, the mission of VWS is to conserve native wildlife and their habitats through science, education and collaboration.

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, VWS has collaborated with MCFL branches in the past to present programs and host activities about local native wildlife and their habitat on the Central Coast and made community members aware of VWS resources and activities.

WHEREAS, through collaboration, VWS and MCFL are looking to expand program offerings at libraries to increase outreach to residents and enhance awareness of VWS resources, events, and conservation efforts. Programs and activities may be presented by VWS staff and volunteers. The goal is to benefit community members and 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 native wildlife of the Central California Coast.

**NOW THEREFORE, it is hereby agreed by and between the County and the VWS 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 VWS staff, volunteers, or designees for identified activities.
- Allow designated VWS staff 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 VWS 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 VWS staff, contractors, 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 VWS staff.

VWS shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated to the VWS staff, and volunteers undertaking the designated VWS activities.
- Ensure that all VWS staff, 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.
- Ensure that any additional permits, permissions, licenses, or certifications applicable to the activity are obtained and in place.
- 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 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 Ventana Wildlife Society, 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 VWS's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "VWS performance" includes their action or inaction and the action or inaction of VWS officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

## **INSURANCE**

Evidence of Coverage: Prior to commencement of this MOU, VWS 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, VWS, shall, upon request, provide the County with 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 the VWS.

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 VWS's duty to indemnify, VWS 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 VWS 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 VWS 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 30 days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for VWS 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 the VWS'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 VWS'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, VWS shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the VWS has in effect the insurance required by this Agreement.

The VWS 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 Agreement, which shall continue in full force and effect. VWS 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, VWS shall have five calendar days from that date to send in the certificate, evidencing no lapse in coverage during the interim. Failure by VWS to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. VWS 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, VWS 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. VWS 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**

VWS shall not assign or transfer interest in this MOU to any other parties without the County's express written consent.

#### **AUTHORITY**

The Parties signing this MOU certify they have proper authorization to do so.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Kelly Sorenson, Executive Director  
Ventana Wildlife Society*

Name: \_\_\_\_\_

*Hillary Theyer, Library Director  
Monterey County Free Libraries*

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Office of the County Counsel