

**Agreement between
Monterey County, acting through Monterey County Free Libraries,
and
the City of Carmel-by-the-Sea, acting through the Harrison Memorial Library**

This Agreement (“AGREEMENT”) is entered into by the County of Monterey (“County”), acting through Monterey County Free Libraries (“MCFL”) and the City of Carmel-by-the-Sea (“Carmel”), acting through its library department, the Harrison Memorial Library (“HML”). The intent of this Agreement is to offer literacy services at Carmel’s HML facilities to adults who live or work within the County. MCFL’s literacy program, Read with MCFL, will be called “ReadMCFL” in this AGREEMENT.

I. PURPOSE & SCOPE

The purpose of this AGREEMENT 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 County. It is understood that MCFL has a well-established literacy program and Carmel has the desire to provide literacy services at HML facilities without establishing a separate literacy program. HML facilities consist of the Main Library, located on the corner of Ocean Avenue and Lincoln Street, and the Park Branch, located on the corner of Mission Street and Sixth Avenue, in Carmel city limits.

Both parties are entering into this AGREEMENT in the spirit of collaboration and in good faith with the intention of finding a way to best serve the public while working within their limited resources.

II. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

A. Carmel shall undertake the following activities:

1. Create an extension program of ReadMCFL at HML facilities and assume all financial responsibility and liability for the program
2. Ensure that all adults who request literacy services are provided relevant information and the opportunity to request a tutor
3. Provide the contact information of adults requesting literacy services to ReadMCFL for purposes of assessing their readiness and matching them with tutors
4. Refer all adults who seek to serve as tutors or who seek tutor training to ReadMCFL and provide such individuals with relevant information regarding ReadMCFL and tutor training opportunities
5. Under the guidance of ReadMCFL staff, create at Carmel’s expense, a specialized literacy collection of appropriate size consisting of

books, workbooks, and other literacy tools for use by tutors and literacy learners

6. Provide space for tutor-learner pairs from all parts of Monterey County to meet for literacy purposes during regular HML facility library hours,
7. Allow tutors and literacy learners to use the public access computers located in HML facilities
8. Promote literacy services provided to the public at HML facilities by making referrals, distributing ReadMCFL program flyers and brochures and by service announcements on the HML website
9. Actively recruit literacy tutors and learners
10. Collect literacy services data as requested by the County, through MCFL, and transmit these statistics to the County, through MCFL, within the time period specified by the County
11. Treat all participants in the literacy program, both literacy tutors and literacy learners, as regular HML library users and volunteers, with attendant rights and privileges
12. Communicate with the County, through MCFL, in a prompt and regular manner regarding ReadMCFL program activities

B. The County, through MCFL, shall undertake the following activities:

1. Create an extension program of ReadMCFL to be provided to the Monterey County public at HML facilities
2. Provide Carmel staff at HML facilities with orientation and training, including creating an FAQ list, as necessary to support the ReadMCFL literacy program
3. Provide tutor training to Carmel staff at HML facilities at least once a year for the five (5) year term of this AGREEMENT , at a time mutually agreed upon by County staff, acting through MCFL, and Carmel staff at HML facilities
4. Provide selection support, as necessary, for Carmel to create a specialized literacy collection at HML facilities consisting of books, workbooks, and other literacy tools, while operating within Carmel's budget restrictions
5. Respond to questions and concerns from Carmel staff at HML facilities promptly
6. Respond to literacy tutor and learner requests promptly and attempt to match literacy tutors and learners from HML facilities promptly, if deemed necessary by County staff, with literacy tutors or learners from other ReadMCFL locations. Literacy tutors and learners recruited at HML facilities may also be placed at other ReadMCFL locations if deemed appropriate or necessary by County staff.

III. LIABILITY AND INDEMNIFICATION

A. Carmel agrees to defend, indemnify and hold harmless the County of Monterey, its 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 the delivery of services under this AGREEMENT, unless such claims, liabilities, or losses arise out of sole negligence or willful misconduct of the County.

B. The defense, indemnity and hold harmless obligations set forth herein shall remain in full force and effect during the term of this AGREEMENT, and shall survive the termination or expiration of this AGREEMENT, extending through to the expiration of the statute of limitations applicable to claims arising from the delivery of services under this AGREEMENT.

IV. INSURANCE

A. Evidence of Coverage:

Prior to commencement of this AGREEMENT , Carmel shall provide the County with 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, Carmel 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. Carmel shall not receive a “Notice to Proceed” with the work under this AGREEMENT 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 Carmel.

B. 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.

C. Insurance Coverage Requirements:

Without limiting Carmel's duty to indemnify, Carmel shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

1. 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.

2. 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.

3. Workers' Compensation Insurance, if Carmel 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.

D. Other Insurance Requirements:

1. All insurance required by this AGREEMENT 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 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 years following the date Carmel completes its performance of services under this AGREEMENT .

2. 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 Carmel and additional insureds with respect to claims arising from each subcontractor, if any, performing work 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.

3. 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 Carmel'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 Carmel'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.

4. Prior to the execution of this AGREEMENT by County, Carmel shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that Carmel has in effect the insurance required by this AGREEMENT. Carmel 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.

E. Carmel shall always 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 the Carmel and Carmel shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Carmel to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

V. TERM AND TERMINATION

A. The term of this AGREEMENT is from January 1, 2020 to December 31, 2024 ("Term").

B. Extension of the Term, of this AGREEMENT, of one year per extension, may be effected at any time upon written amendment signed by both parties prior to the expiration of the Term, or any extensions of the Term, for no more than three (3) additional years.

C. The AGREEMENT may be dissolved upon mutual Agreement or by either party with at least 8 weeks' advance, written notice to the other party.

D. This AGREEMENT may be terminated by either party at any time, with or without cause, upon 90 days written notice to the other party.

VI. NOTICES

The parties shall communicate by written notice, as set forth in this AGREEMENT , as follows:

Monterey County Free Libraries
Hillary Theyer
Library Director
188 Seaside Circle, Marina CA 93933
TheyerHA@co.monterey.ca.us
(831) 883-7566

Harrison Memorial Library
Ashlee Wright
Library and Community Activities Director
Ocean Ave & Lincoln St, Carmel-By-The-Sea, CA 93923
awright@ci.carmel.ca.us
(831) 624-1366

VII. Miscellaneous

A. Amendment. This AGREEMENT may be amended or modified only by an instrument in writing signed by the County and Carmel.

B. Waiver. Any waiver of any terms and conditions of this AGREEMENT must be in writing and signed by the County and Carmel. A waiver of any of the terms and conditions of this AGREEMENT shall not be construed as a waiver of any other terms or conditions in this AGREEMENT .

C. Governing Law. This AGREEMENT shall be governed by and interpreted under the laws of the State of California. Venue of litigation arising under this AGREEMENT shall be in the Superior Court of California, Monterey County.

D. Construction of AGREEMENT . The County and Carmel agree that each party has fully participated in the review and revision of this AGREEMENT 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 AGREEMENT or any amendment to this AGREEMENT .

E. Authority. Any individual executing this AGREEMENT on behalf of the County or Carmel represents and warrants hereby that he or she has requisite authority to enter into this AGREEMENT on behalf of such party and bind the party to the terms and conditions of this AGREEMENT .

F. Integration. This AGREEMENT , including the exhibits, represent the entire AGREEMENT between the County and Carmel with respect to the subject matter of this AGREEMENT and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and Carmel as of the effective date of this AGREEMENT , which is the date that the County signs the AGREEMENT .

Both parties indicate their approval of this AGREEMENT by their signatures below.

Signature: _____ Date: _____
Chip Rerig
City Administrator
City of Carmel-by-the-Sea

Signature: _____ Date: _____
Ashlee Wright
Library and Community Activities Director
Harrison Memorial Library

Signature: _____ Date: _____
Approved as to form
Brian A. Pierik
City Attorney
City of Carmel-by-the-Sea

Signature: _____ Date: _____
Hillary Theyer Library Director
Monterey County Free Libraries

Signature: _____ Date: _____
Approved as to form
Marina Pantchenko
Deputy County Counsel
County of Monterey