

Memorandum of Understanding between Loaves, Fishes and Computers and Monterey County

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership between Loaves, Fishes and Computers, a non-profit corporation, hereinafter called "LFC" and Monterey County, working through Monterey County Free Libraries, hereinafter called "MCFL" or "the County." The goal of this collaborative partnership is to provide a 10-week class in basic computer skills to adults meeting specified income and eligibility guidelines. Graduates of the classes will be provided with a free computer, for use by their households, to bridge the digital divide and to increase access to the World Wide Web.

I. PURPOSE & SCOPE

The mission of MCFL is to bring ideas, inspiration, information and enjoyment to Monterey County communities. MCFL is a network of information centers serving the diverse communities of Monterey County by offering opportunities for all to succeed. Communities served range from Big Sur to Pajaro and throughout the Salinas Valley to Bradley and Parkfield.

LFC's mission is to overcome the digital and economic divides by providing low-cost or no-cost computer systems, technology assistance and computer repair to low-income families, seniors, veterans, people with disabilities, and non-profit organizations, while providing volunteers a place to learn, share, and grow in the field of computer science and information technology.

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to computer classes and equipment to be provided to underserved community members.

II. TERM

The term of this MOU shall be April 1, 2018, to December 30, 2022. This MOU may be terminated on terms mutually agreed upon by the parties, or upon thirty (30) days advance written notice by either party.

This MOU may be extended, by mutual agreement of the parties, on a year-by-year basis, to increase the term by no more than five (5) additional years. Such extensions, a maximum of five (5) of one year each, shall be implemented by formal written amendment, executed by both parties.

III. PLANNED ACTIVITIES

LFC will provide Chromebook computers (Chromebooks) to MCFL for use in adult classes in basic computer skills and MCFL will provide the curriculum for these classes. LFC will also provide Chromebooks to adults who successfully complete the computer skills curriculum depending on availability. MCFL will provide classroom teachers and a location for classes in

one of its 17 branch libraries. The parties acknowledge that programming beyond fiscal year 2017-2018 is contingent on funding.

IV. ROLES AND RESPONSIBILITIES UNDER THIS MOU

a. LFC shall undertake the following activities:

- Initially, LFC will provide twenty (20) refurbished Chromebooks computers—ten (10) Chromebooks for MCFL to keep and rotate among library branches to teach the computer classes and ten (10) Chromebooks vouchers to designated MCFL staff to be given to the initial participants who graduate from the first computer class.
- Participants will be directed to visit LFC, 938 South Main Street with their signed Application, Survey & Acceptance Agreement (See Exhibit A) and with their computer voucher.
- LFC will provide the participant with an invoice, an orientation to their laptop, and answer any other questions the participant may have at that time.
- The refurbished Chromebooks will be provided with a thirty (30) day guarantee on hardware and (30) days free technical assistance
- LFC will provide ten (10) additional refurbished Chromebook vouchers to future graduates of the computer classes, all with a thirty (30) day guarantee on hardware and (30) days free technical assistance.
- The (30) thirty-day warranty on all Chromebooks donated by LFC is operative from the date of transfer, covering any physical internal defects that affect proper operation.
- LFC will provide the basic computer class curriculum to MCFL, to be used by MCFL staff to teach the class. Classes shall be in English or other languages as determined by MCFL, in its sole discretion, based upon participants' needs. Each computer class will impart basic computer skills to participants, including but not limited to basic mouse skills, how to search the Internet, how to get an email address, etc. There will be one class per week, lasting 2 hours each, for a period of ten (10) consecutive weeks.
- LFC will notify MCFL staff as far in advance as possible regarding unavailability of refurbished Chromebooks. These notifications shall be provided to the MCFL staff member designated by MCFL to be in charge of the computer classes, as well as the branch manager of the branch hosting the computer class. Notifications required by this paragraph will be made by both telephone and email to ensure receipt.
- LFC will provide blank registration forms and class registration criteria to MCFL, attached as Exhibit A.

b. MCFL shall undertake the following activities:

- MCFL will collaborate with LFC to set mutually agreeable date(s) for the computer classes. The parties acknowledge that establishing the schedule for a 10-week set of computer classes is dependent on the availability of refurbished Chromebooks.
- MCFL will provide a suitable location for each set of classes to be taught, typically an MCFL branch.
- MCFL will contact adults who (1) have in their household underserved youth who qualify for free or reduced lunches, pursuant to the National School Lunch and School Breakfast Program, or (2) are from households that meet U.S. Department of Housing and Urban Development low income limits for the then-current year in Monterey County, in order to enroll a minimum of five (5) and a maximum of ten (10) adults, to attend each set of ten (10) computer classes.
- MCFL will assist with advertising the classes by providing a printed and electronic flyer of known class dates, times, and location to LFC to promote classes, and by posting flyers at MCFL library branches, and on the MCFL website and social media pages.
- MCFL will distribute the LFC registration form attached to this MOU as Exhibit A, in English or in Spanish as appropriate, will collect the registration forms signed by adults, and will notify participants of computer class scheduling, cancellations, or changes in scheduling.
- MCFL will create a roster for participants to sign-in and sign-out on each day of the computer class they attend.
- MCFL will retain a copy of the roster and the signed registration forms attached as Exhibit A, and will give the original roster and original signed registration forms to the LFC upon completion of a 10-week set of classes.
- MCFL will be responsible for ascertaining and tracking participants by printing one (1) LFC computer voucher per participant that meets an 80% attendance rate, by filling out and issuing an LFC computer voucher with each qualified participant's name and the dates of the computer class the participant attended. Each LFC computer voucher shall be signed by designated MCFL staff in order for a qualified participant to receive a free Chromebook upon completion of a 10-week set of classes.

V. FUNDING

This MOU does not include the reimbursement or payment of funds between the two parties. The parties shall bear their own costs in performing the duties assigned to them by this MOU.

VI. INSURANCE REQUIREMENTS

Evidence of Coverage

Prior to commencement of this MOU, LFC shall provide a "Certificate of Insurance" certifying that the coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, LFC upon request shall provide a certified copy of the policy or policies.

The verification of coverage shall be sent to the County's Contract/Purchasing Department, unless otherwise directed. LFC shall not receive a "Notice to Proceed" with the work under this MOU until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of LFC.

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, according to the current Best Key Rating Guide or company of equal financial stability that is approved by the County Purchasing Manager.

Insurance Coverage Requirements

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

Commercial General Liability Insurance, including but not limited to premise and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form 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.

Other Requirements:

All insurance requirements by this MOU 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 MOU, 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 LFC completes its performance of services under this MOU.

Each liability policy shall provide that the 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 LFC and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this MOU, or be accompanied by a certificate of insurance form each subcontractor showing each subcontractor has identical insurance coverage of the above requirements.

Commercial general liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds, in respect to liability arising out of the LFC 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 LCF'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).

Prior to the execution of this MOU by the County, LFC shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that LFC has in effect the insurance required by this MOU. LFC 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 MOU, which shall continue in full force and effect.

LFC shall at all times during the term of this MOU maintain in force the insurance coverage required under this MOU and shall send, without demand by the 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 LFC and LFC shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by LFC to maintain such insurance is a default of this MOU, which entitles the County, at its sole discretion, to terminate this MOU immediately.

VII. INDEMNIFICATION

- a. LFC shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishings or supplying work, services, materials, or supplies in connection with the performance of 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 LFC's performance of this MOU, unless such claims, liabilities, or losses arise out of negligence or willful misconduct of the County. "LFC's performance" includes LFC's action or inaction and the action or inaction of LFC's officers, employees, agents and subcontractors.
- b. The County shall indemnify, defend, and hold harmless LFC, its officers, agents, and employees, from and against any and all claims, liabilities, losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishings or supplying work, services, materials, or supplies in connection with the performance of 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 County's performance of this MOU, unless such claims, liabilities, or losses arise out of negligence or willful misconduct of the LFC. "The County's performance" includes the County's action or inaction and the action or inaction of the County's officers, employees, agents and subcontractors.

- c. The above-stated obligations to indemnify, defend, and hold harmless survive the termination of the MOU and extend to the expiration of the statute of limitations applicable to claims arising out of this MOU.

VIII. Miscellaneous

- a. Amendment. This MOU may be amended or modified only by an instrument in writing signed by the County and LFC.
- b. Waiver. Any waiver of any terms and conditions of this MOU must be in writing and signed by the County and LFC. A waiver of any of the terms and conditions of this MOU shall not be construed as a waiver of any other terms or conditions in this MOU.
- c. Governing Law. This MOU shall be governed by and interpreted under the laws of the State of California. Venue of litigation arising under this MOU shall be in the Superior Court of California, Monterey County.
- d. Construction of MOU. The County and LFC agree that each party has fully participated in the review and revision of this MOU 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 MOU or any amendment to this MOU.
- e. Authority. Any individual executing this MOU on behalf of the County or LFC represents and warrants hereby that he or she has requisite authority to enter into this MOU on behalf of such party and bind the party to the terms and conditions of this MOU.
- f. Integration. This MOU, including the exhibits, represent the entire MOU between the County and LFC with respect to the subject matter of this MOU and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and LFC as of the effective date of this MOU, which is the date that the County signs the MOU.

IX. SIGNATURES

Loaves, Fishes and Computers (LFC)

By: C. Mendelsohn

Christen Mendelsohn
Executive Director, Loaves, Fishes and Computers

Date: 2-23-2018

County of Monterey

By: _____

Jayanti Addleman
Library Director/County Librarian, Monterey County Free Libraries

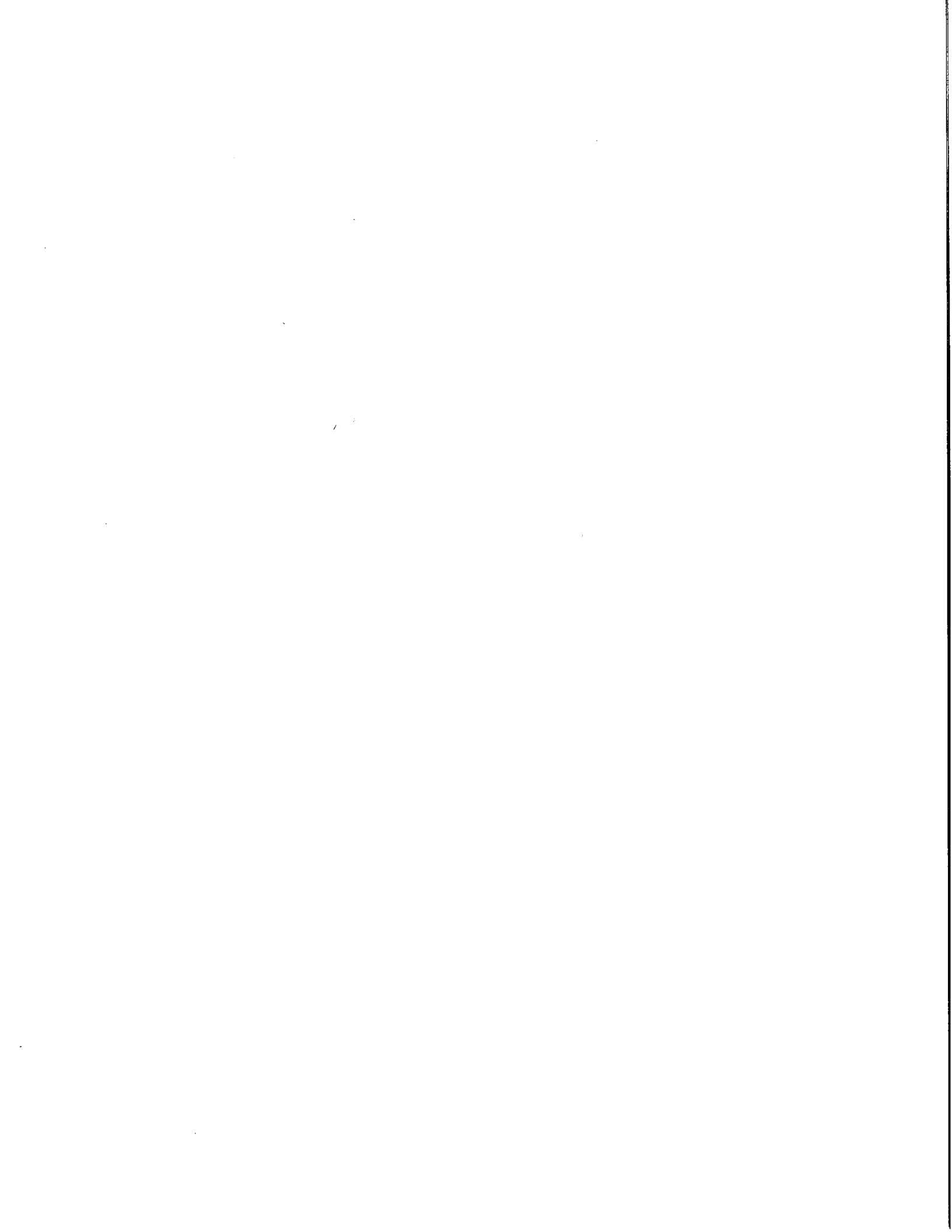
Date: _____

Approved as to form:

By: _____

Rebecca M. Cenicerros, Deputy County Counsel

Date: _____





Loaves, Fishes & Computers, Inc.
 938 S. Main St.
 Salinas, California 93901
 (831) 393-9260

EXHIBIT A

**Application, Survey &
 Acceptance Agreement
 Complete Desktop System**

2018

Serving Monterey, Santa Cruz & San Benito Counties

I. Applicant Data

Date: _____ How did you find out about us? _____
 Name of Applicant _____ Primary Phone # _____
 Do you currently have a permanent residence? Yes No If no, please notify LFC's receptionist.
 Address _____ City: _____ State: CA Zip Code: _____
 County Monterey Santa Cruz San Benito Email _____

Family Income

Check and enter all household **gross monthly income** for all the persons living in the home.

Wages \$ _____
 Pensions \$ _____
 Pell Grant \$ _____
 Other \$ _____
Total \$ _____

Check any/all programs you receive support from...

- Cal Works
- Section 8 Housing
- State Supplement Payment/Cash Aid (SSP)
- Social Security Disability (SSDI)
- Electronic Benefit Transfer (EBT)
- MediCal/Healthy Families
- WIC
- Financial Aid
- Unemployment Benefits
- Lifeline Benefits or PG&E CARE
- Senior 65 or Older
- Other: _____

Based upon the 2016 U.S. Department of Housing guidelines (see chart on the right), does your family qualify as a low-income household?

Yes No

Is your **child** enrolled in his/her school's free or reduced lunch program or in a school where 50% or more of its students are enrolled in free/reduced lunch?

Yes No

Family Information

Total number of family members, including yourself

Number of family members 19 years old or older, including yourself: _____

How many family members are 17 years old or under, including yourself: _____

**2017 Annual Very Low Income Limits
 Monterey County**

1 Person Household	2 Person Household	3 Person Household	4 Person Household
\$45,600	\$52,100	\$58,600	\$65,100

5 Person Household	6 Person Household	7 Person Household	8 Person Household
\$70,350	\$75,550	\$80,750	\$85,950

**2017 Monthly Very Low Income Limits
 Monterey County**

1 Person Household	2 Person Household	3 Person Household	4 Person Household
\$3,800	\$4,342	\$4,883	\$5,425

5 Person Household	6 Person Household	7 Person Household	8 Person Household
\$5,862	\$6,296	\$6,729	\$7,162

Please take the time to complete the survey on the reverse side of this form. Thank you!

II. Applicant Acceptance of Computer

Terms and Conditions

By signing this agreement, I agree that I do not have a household income limit that exceeds the current U.S. Department of Housing guidelines, as stated in Section I. (Applicant Data), and/or I have a child that is enrolled in a school that qualifies for our program and/or I received support from any of the programs listed on the front page

I will not sell or trade accepted computer and accompanying equipment for the lifetime of the computer for any financial gain. If the computer system is no longer needed, I will return the computer system to Loaves, Fishes & Computers, Inc. at the address on the reverse side.

I hereby give permission to Loaves, Fishes & Computers to use my name, names of family members and photographic likeness in all forms and media for advertising, trade, funders and any other lawful purposes. Yes No

Please Note: Your computer purchase has a WARRANTY, please read your receipt for additional information or ask a sales person. **Additional repair cost made outside LFC (while under warranty) will not be refunded.**

Please be aware that the computer you are receiving is used, and therefore, it is highly advised to always backup your most important data to an external drive (thumb drive, CD, etc.). We are not liable for data loss due to failing equipment. All

By accepting a computer system, I _____ (Name) have reviewed, understand and agree to the terms and conditions stated above.

Signature: _____ Date: _____

III. Applicant Survey

1. How many children 18 years old or younger will be using the computer? ___ Ages: _____
2. What will be the primary use of this computer? Job Search Education Other: _____
3. How do you think a computer will help you or your family? _____

4. Is there a **functional** computer in the household currently? Yes No If yes, how many? _____
5. Does the recipient have any previous computer experience? Yes No
6. Where did you hear from LFC? _____

7. May we contact you in 3 months to follow-up? Yes No

Tell us your story! Or, simply use this area if there are any special circumstances or needs you would like to share with us.

Office Use Only

Three month survey

Date Surveyed: _____

By Whom: _____

Name, email address and phone added to dbase list: