

Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and the Carmel Bach Festival Inc., Inc.

This memorandum of understanding establishes a formal partnership between the County of Monterey (County), on behalf of Monterey County Free Libraries (MCFL) and Carmel Bach Festival Inc. (EIN: 94-1434628) to facilitate community programs.

The goal of this partnership is to offer programs at library facilities for community members seeking health, wellness and meditation practices for stress reduction, peace of mind, and health improvement.

The Carmel Bach Festival Inc. plans to collaborate with MCFL to use meeting room and library spaces to offer music programs. These programs will be free and open to the public.

RECITALS

WHEREAS, the mission of The Carmel Bach Festival Inc. is to celebrate the works, inspiration, and ongoing influence of Johann Sebastian Bach worldwide by immersing audiences in a festival experience integrating music, education and ideas, and by meaningful community engagement throughout the year.

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, through collaboration, the Carmel Bach Festival Inc. and MCFL are looking to expand program offerings. Programs will be developed and presented by The Carmel Bach Festival Inc.. The goal is to benefit community members through concerts and music programs, 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 increased opportunities to participate in music programs offered by MCFL.

NOW THEREFORE, it is hereby agreed by and between the County and the Carmel Bach Festival Inc. 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 providing program facilitation to conduct the above activities.

RESPONSIBILITIES UNDER THIS MOU

The County shall undertake the following activities:

- Provide access to MCFL facilities for the Carmel Bach Festival Inc. staff, performers, volunteers and participants for identified activities, on a 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 any current and applicable County and Library access and safety policies and protocols to the Carmel Bach Festival Inc. participants.
- Provide applicable support for activities based on mutual agreement and so long as it does not interfere with Library operations, or violate any applicable law or County policy.
- Provide an open channel of communication to and with the Carmel Bach Festival Inc..

The Carmel Bach Festival Inc. shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated to the Carmel Bach Festival Inc. participants undertaking the identified activities.
- Ensure that all Carmel Bach Festival Inc. participants follow County and Library access and safety policies and protocols.
- Ensure that participants in activities and programs are supplied with any safety equipment or protocols applicable to the activity.
- Ensure that any Library space offered for the activity is safe and suitable for the activity.
- Ensure that activities and programs are free of charge and open to the public; Carmel Bach Festival Inc. is not permitted to add or imply any fee or charge for those attending.
- Ensure that any additional permits, permissions, licenses or certifications for any Carmel Bach Festival Inc. participants are obtained and in place.
- Ensure that any personally identifiable information required for Carmel Bach Festival Inc. participants is collected, secured, or retained by the Carmel Bach Festival Inc., and not shared with or represented as being collected by MCFL.
- 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 (3) 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 Carmel Bach Festival Inc. 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 Carmel Bach Festival Inc.'s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Carmel Bach Festival Inc. performance" includes their action or inaction and the action or inaction of Carmel Bach Festival Inc.'s officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

INSURANCE

Evidence of Coverage: Prior to commencement of this MOU, Carmel Bach Festival Inc. 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, Carmel Bach Festival Inc. 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. This approval of insurance shall neither relieve nor decrease the liability of the Carmel Bach Festival Inc..

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'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 Carmel Bach Festival Inc.'s duty to indemnify, Carmel Bach Festival Inc. 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 Carmel Bach Festival Inc. 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 Carmel Bach Festival Inc. 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 thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Carmel Bach Festival Inc. 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 Carmel Bach Festival Inc.'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 Bach Festival Inc.'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, Carmel Bach Festival Inc. shall file certificates of insurance with the County's contract administrator and

County's Contracts/Purchasing Division, showing that Carmel Bach Festival Inc. has in effect the insurance required by this Agreement.

Carmel Bach Festival Inc. shall file a new or amended certificate of insurance within five (5) 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. Carmel Bach Festival Inc. 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, Carmel Bach Festival Inc. shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Carmel Bach Festival Inc. to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. Carmel Bach Festival Inc. 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, Carmel Bach Festival Inc. 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. Carmel Bach Festival Inc. 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

Carmel Bach Festival Inc. shall not assign or transfer interest in this MOU to any other parties without written consent from the County.

AUTHORITY

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

Signed by:
Name: Suzanne Mudge Date: 1/22/2026 | 9:41 AM PST
*Suzanne Mudge, Director of Development
& Community Engagement
Carmel Bach Festival Inc.*

Name: _____ Date: _____
*Hillary Theyer, Library Director
Monterey County Free Libraries*