

**Memorandum of Understanding Between
the County of Monterey on behalf of Monterey County Free Libraries,
WLKST Partners LP/Kevin Dougherty, and The Friends of the Carmel
Valley Library**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) between the County of Monterey, a political subdivision of the State of California (hereinafter, “COUNTY”) and WLKST Partners LP/Kevin Dougherty, (hereinafter “LANDLORD”) and The Friends of the Carmel Valley Library (hereinafter, “FRIENDS”) is hereby entered into between the COUNTY, the LANDLORD, and the FRIENDS (collectively, the “Parties”) for purposes of clarifying responsibilities regarding the mural attached and appurtenant to COUNTY leased facility located at 65 W. Carmel Valley Road, Carmel Valley, California 93924 (hereinafter “the Property”) (hereinafter “MURAL”) and is effective as of May 4, 2026.

RECITALS

WHEREAS, the COUNTY leases the Property from the LANDLORD for purposes of operating a branch of Monterey County Free Libraries, commonly referred to as the Carmel Valley Library Branch, as further depicted and described in Attachment A;

WHEREAS, the FRIENDS are an independent 501c3 organization, dedicated to adding to the library’s collection and programs, and contributing to facility enhancements;

WHEREAS, the COUNTY has a separate MOU with the FRIENDS covering shared activities in collaboration and to benefit the community;

WHEREAS, the FRIENDS have created a MURAL, attached it to the exterior wall of the patio area of the Property, and agree to maintain ownership and all associated responsibilities of the MURAL, as further depicted and described in Attachment B;

WHEREAS, the Parties mutually agree the MURAL enhances and beautifies the space;

WHEREAS, the Parties desire to enter into Agreement, covering the addition of the MURAL and responsibility thereof.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. The FRIENDS are responsible for securely fastening and attaching the MURAL to the exterior wall of the patio area of the Property. This was done on May 4, 2026, with details described in Attachment B.
2. The FRIENDS are responsible for maintaining the MURAL in a condition that resembles when it was initially installed.

3. The FRIENDS agree to indemnify and hold harmless the COUNTY and the LANDLORD from any damage to the MURAL, intentional or unintentional, that it or its contractors may cause.
4. The FRIENDS are responsible for removing the MURAL at the termination of the MOU, or by written request of the LANDLORD, or the COUNTY, or if the FRIENDS are no longer maintaining the MURAL, expeditiously and with reasonable notice. In an emergency, or if the FRIENDS are unable to remove the mural in a requested time period, the FRIENDS authorize the COUNTY to remove the mural using reasonable care in so doing, and the FRIENDS will reimburse the COUNTY incurred costs to do so. When removing the MURAL, the FRIENDS are responsible for restoring the wall to prior condition acceptable by the LANDLORD. With written agreement from the COUNTY and the LANDLORD, the FRIENDS may return the MURAL to the wall.
5. The LANDLORD confirms the MURAL presence and placement does not change or amend any terms or conditions of the lease with the COUNTY for its use of the Property.
6. All terms and conditions in the separate MOU between the FRIENDS and the COUNTY remain in full force and effect.
7. All terms and conditions of the separate lease between the LANDLORD and the COUNTY remain in full force and effect.
8. **FRIENDS retain full ownership rights of the MURAL and this MOU does not limit the FRIENDS ability to remove, donate, sell, or retire the MURAL.**
9. This MOU shall remain in effect until one or more Parties request removal of the MURAL, and the MURAL is removed and the wall restored to prior condition. The MOU may outlast both the Lease between the LANDLORD and the COUNTY, and the MOU between the FRIENDS and the COUNTY.
10. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.
11. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.
12. This Agreement and the rights, privileges, duties, and obligations of Parties under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the Parties and their respective successor, permitted assigns, and heirs.

13. Any individual executing this Agreement on behalf of the LANDLORD, COUNTY, or FRIENDS, represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such Party and bind the Party to the terms and conditions of this Agreement.
14. The Parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Lease. The Parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the Parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Lease, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

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MOU

The Friends of the Carmel Valley Library, WLKST Partners LP/Kevin Dougherty, and County of Monterey
July 2026

IN WITNESS WHEREOF, the parties have executed this MOU on the last date opposite the respective signatures below.

COUNTY OF MONTEREY, a political
subdivision of the State of California

By: _____
Monterey County Free Libraries

Dated: _____

Approved as to Form:

Office of County Counsel

Dated: _____

The Friends of the Carmel Valley Library

Signed by:

By: _____
Signature of Chair, President, or
Vice-President

lisa Allison President

Printed Name and Title

WLKST Partners LP/Kevin Dougherty

Dated: _____
Kevin Dougherty, President and Managing Partner

By: _____
Signature

Kevin Dougherty

Printed Name and Title

Dated: _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation, the full legal name of the LLC shall be set forth above together with the signatures of two LLC Managers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement/Amendment on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement/Amendment.

ATTACHMENT “A”
65 W. Carmel Valley Road, Carmel Valley, California 93924 (“the Property”)
Location Map



MOU
The Friends of the Carmel Valley Library, WLKST Partners LP/Kevin Dougherty, and County of Monterey
July 2026

ATTACHMENT “B”
The MURAL

ATTACHMENT B1 – Photograph of wall prior to MURAL installation

ATTACHMENT B2 – Photograph of MURAL from left

ATTACHMENT B3 – Photograph of MURAL from right

ATTACHMENT B4 – Photograph of MURAL at start of installation

MURAL Description: Five (5) marine removeable 4’ x 8’ removable marine grade plywood panels, the supporting wood frame, and the mounting screws







