

## **Memorandum of Understanding between the County of Monterey and Friends of the Library Big Sur**

This Memorandum of Understanding (this "MOU") is entered into the 23<sup>rd</sup> day of May 2023, by and between the County of Monterey ("County"), and Friends of the Library Big Sur, a public benefit corporation ("Friends").

### **RECITALS**

WHEREAS, this memorandum of understanding establishes a formal working partnership between the County of Monterey and Friends.

WHEREAS, County and Friends desire to enter into this Memorandum of Understanding setting forth the roles and responsibilities of their formal working partnership.

WHEREAS, The goal of this partnership is to guide the use of physical space inside the Big Sur Branch Library located at the Ripplewood Resort, Highway 1, Big Sur, California for use by the Friends to provide and in support of fundraising activities; storage, public access, and maintenance of a materials collection owned by the Friends; meetings of the Friends of the Library Big Sur Board, Committees, and working groups including the Friends Annual Meeting; and meetings with Monterey County Free Libraries staff.

This MOU does not cover use of the grounds of the Ripplewood Resort, beyond what is leased to the County of Monterey located at 47047 Highway 1, Big Sur, California.

### **Background**

The Friends and County have had a long and productive partnership, resulting in many facets of community benefit.

The County has provided physical space inside the Big Sur Branch Library (Highway 1 at Ripplewood Resort, Big Sur, CA) to the Friends for activities including public programs held inside the facility, public programs held outside the facility, sales of used books and other fundraising items, meetings of the Board, Committees, and working groups of the Friends.

The Friends have provided support for these activities through scheduling use of the building and coordinating events with County staff, sharing information about needs, goals, and plans for Friends activities, complying with facility safety and access policies, protocols and procedures; and engaging in ongoing communication with County.

The Friends have supported the operations of the Big Sur Branch through fundraising and donations toward library programs, materials, and services; and ongoing fundraising and community support for County technology and physical amenities.

MCFL has provided support for these activities through providing access to areas of the facility (with keys or being in attendance at meetings and events); through the promotion of Friends activities; through coordination for outside events with County's landlord (Ripplewood Resort); through staff collection of cash for ongoing book sale items; through provision of increased

custodial service to accommodate events and book sales; and through coordination of facilities service, maintenance, enhancement and repair.

This partnership is beneficial to both organizations, and to the entire Big Sur community, which benefits from the enhanced collections, materials, programs, and activities at the Big Sur Branch Library.

**NOW, THEREFORE, it is hereby agreed by and between County and Friends 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.

### **Roles & Responsibilities Under This MOU**

The County shall undertake the following activities:

- With advance written approval, provide temporary access to the facility for Friends Board Members, or their volunteers for identified activities.
- Allow designated Friends 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.
- Support fundraising sales of books, bags, and similar small items in the Library through taking cash and separate cash management with the Friends.
- Provide a limited space and for housing a Big Sur Local History collection, owned by the Friends, at the Big Sur Branch Library.
  - If the space is required for Library operations, or space must be adjusted or eliminated for facility or operational safety, County shall provide reasonable notice to the Friends to remove the collection.
  - County shall not provide insurance for the collection owned by the Friends in any way or against any loss. County is not responsible for any loss, damage, or theft related to the storage of records or collections owned by Friends.
- Provide public access to and use of the Big Sur Local History collection, owned by the Friends, within bounds of reasonable library operations.
- Provide reasonable care for the Big Sur Local History collection, owned by the Friends, within the scope of care provided to other similar historic materials owned by County.
  - County is given full authority to evacuate the collection from the building in any urgent or emergency situation, and as the County staff see fit to do so. County will notify the Friends of such action as soon as practicable.
  - County shall monitor humidity and add dehumidification within reasonable parameters of library operations and resources. County will notify the Friends of such action as soon as practicable.
  - County shall train staff on proper handling of the materials including assisting use by the public.
  - County is given full authority to add other preservation and environmental mitigation measures to the collection, including public access, storage, or collection area, and as the County staff see fit to do so.
  - County is not obligated to document, digitize, convert, or preserve materials in the collection owned by the Friends.

- Provide applicable support and workspace for Friends, so long as it does not 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 Friends Board and designees and provide training on all current County and Library access and safety policies and protocols.
- Provide appropriate documentation, forms, equipment, tools, and products to comply with County and Library access and safety policies and protocols at the Big Sur Branch Library.
- Provide an open channel of communication to and with the Big Sur Branch Library staff, and Library Administrative Staff.

Friends shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated through the Board of the Friends, and to all appropriate designees and volunteers undertaking the designated Friends activities.
- Provide appropriate shelving/storage for the Big Sur Local History collection owned by the Friends, in consultation with County staff.
- Ensure that all Board, volunteers, and designees follow County and Library access and safety policies and protocols.
- Provide an open channel of communication to and with the Friends Board.
- Friends shall not use the Big Sur Library for any purpose not approved by County. Friends shall ensure that the use of the premises remains in same condition, with the exception of reasonable wear and tear.

## **TERM**

This MOU is in effect upon signing and will be for a term of three (3) years. This MOU may be amended or altered by mutual agreement of both parties in writing. 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. This MOU may be extended by mutual agreement of the parties on a year-by-year basis.

**INDEMNITY:** In consideration and furtherance of the above specified purpose, Friends of the Library Big Sur, 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 Friends of the Library Big Sur's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Friends of the Library Big Sur's performance" includes their action or inaction and the action or inaction of Friends of the Library Big Sur's officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

**INSURANCE:** Evidence of Coverage: Prior to commencement of this MOU, Friends of the Library Big Sur 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, Friends of the Library Big Sur 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 Friends of the Library Big Sur.

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 Friends of the Library Big Sur's duty to indemnify, Friends of the Library Big Sur 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 Friends of the Library Big Sur 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 Friends of the Library Big Sur 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 Friends of the Library Big Sur 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 Friends of the Library Big Sur'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 Friends of the Library Big Sur'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, Friends of the Library Big Sur shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the Friends of the Library Big Sur has in effect the insurance required by this Agreement.

The Friends of the Library Big Sur 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. Friends of the Library Big Sur 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, County shall notify Friends of the Library Big Sur and Friends of the Library Big Sur shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Friends of the Library Big Sur to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. Friends of the Library Big Sur 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.

**LIABILITY:** The County of Monterey makes no warranties about the condition of the premises that it makes available to Friends at the Big Sur Library. The County, shall not be liable for any personal injury or damage to property which Friends or its volunteers, guests, invitees may incur or cause. Friends hereby release the County from such liability and shall maintain insurance to cover any such losses.

**Non-Discrimination/Compliance with Applicable Laws:**

During the term of this MOU, Friends 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. Friends 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:** Friends 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 that they have proper authorization to do so.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year written above.

BY: \_\_\_\_\_

Hillary A. Theyer

Title: Library Director, Monterey County Free Libraries

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

BY: \_\_\_\_\_

Peggy Goodall

Title: President, Friends of Big Sur Library

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