



**Monterey Bay**  
ECONOMIC PARTNERSHIP



**Memorandum of Understanding (MOU)**  
**Between**  
**County of Monterey, on behalf of Monterey County Free Libraries (MCFL)**  
**and**  
**Monterey Bay Economic Partnership (MBEP)**

This Memorandum of Understanding (MOU) establishes a collaborative partnership between Monterey Bay Economic Partnership (MBEP) and the County of Monterey, on behalf of Monterey County Free Libraries (MCFL) for a term of July 7, 2026 – July 6, 2029.

The goal of this partnership is to provide free, accessible, and culturally relevant digital literacy training and broadband adoption support at library facilities for community members, with a focus on underserved populations. The collaboration is beneficial to both parties.

Monterey Bay Economic Partnership (MBEP) plans to collaborate with Monterey County Free Libraries (MCFL) to use meeting rooms to offer public programs and services. These programs will be free and open to the public.

**I. RECITALS**

WHEREAS, the mission of Monterey Bay Economic Partnership (MBEP) is to improve the economic health and quality of life across Monterey, San Benito, and Santa Cruz Counties through regional collaboration and inclusive economic development initiatives, including digital inclusion and broadband access efforts;

WHEREAS, the mission of Monterey County Free Libraries is to bring ideas, inspiration, information and enjoyment to the community, and its vision is that Monterey County is a place where all residents have the opportunity to achieve their potential;

WHEREAS, MBEP seeks to implement its Digital Navigators program to provide digital literacy training, device access, and broadband adoption support to underserved residents in Monterey County;

WHEREAS, MCFL provides trusted, accessible community spaces that are well-suited for delivering public-facing educational programs and services;

WHEREAS, MBEP and MCFL desire to collaborate to expand access to digital literacy resources and broadband adoption support by offering free, public programming at library locations;

WHEREAS, programs and activities delivered under this partnership may be facilitated by MBEP staff, trained instructors, or partner organizations operating under MBEP's direction and supervision.



**Monterey Bay**  
ECONOMIC PARTNERSHIP



WHEREAS, the partnership shall be beneficial to both organizations and to the broader Monterey County community by increasing access to digital tools, skills, and resources;

NOW, THEREFORE, it is hereby agreed by and between the County of Monterey and Monterey Bay Economic Partnership as follows:

## **II. PURPOSE & SCOPE**

This MOU covers MBEP's use of designated MCFL meeting rooms and spaces to conduct in-person digital literacy training, workshops, and related outreach activities.

Programs delivered under this agreement shall:

- Be free and open to the public
- Allow registration, but not restrict registration based on income, residency, or other barriers
- Be offered in culturally and linguistically appropriate formats, including Spanish-language support

## **III. RESPONSIBILITIES OF MCFL**

MCFL agrees to:

- Provide access to meeting rooms or designated spaces at participating library branches, subject to availability and advance scheduling, for identified activities
- Allow designated MBEP staff access to library facilities on a mutually agreed schedule and duration, to be determined in advance and in accordance with library policies
- Provide applicable facility use and safety policies to MBEP staff
- Provide basic facility amenities (e.g., tables, chairs, electricity, wireless internet access where available)
- Display MBEP-provided outreach materials (e.g., flyers) at branch locations and via library communication channels, as appropriate and in accordance with MCFL policies
- Provide an open channel of communication with MBEP

**MCFL does not guarantee consistent room availability and scheduling remains subject to demand and operational priorities.**

## **IV. RESPONSIBILITIES OF MBEP**

MBEP agrees to:

- Design, coordinate, and implement all Digital Navigator programming, including:
  - Digital literacy classes (beginner to intermediate)
  - Drop-in technical assistance sessions
  - Broadband adoption support and enrollment assistance
- Ensure that all programs are:
  - Free and open to the public



**Monterey Bay**  
ECONOMIC PARTNERSHIP



- Staffed by trained personnel (Digital Navigators, instructors, or supervised partners)
- Delivered in a culturally and linguistically appropriate manner (including English and Spanish)
- Provide all program materials, including:
  - Curriculum and instructional content
  - Devices and equipment (if applicable)
  - Printed outreach materials and signage
- Provide MCFL with monthly outreach materials (flyers with QR codes and registration links for optional distribution)
- Ensure that all instructors, including those trained through partner organizations, operate under MBEP's supervision and are covered under MBEP's insurance and compliance responsibilities
- Ensure that programs can be safely conducted in designated MCFL spaces and do not interfere with library operations
- Ensure compliance with all applicable MCFL facility use policies, safety protocols, and operational guidelines
- Ensure that outreach materials do not imply that programs are operated by MCFL and do not use County or MCFL logos without prior written approval
- Manage participant registration, attendance tracking, and program data collection
- Provide an open channel of communication with MCFL staff

## V. TERM

This MOU shall become effective upon signature by both parties and remain in effect for a period of two (2) years, aligned with the Digital Navigators grant cycle.

This MOU may be:

- Extended upon mutual written agreement
- Terminated by either party with 30 days' written notice

## INDEMNITY

In consideration and furtherance of the above specified purpose, Monterey Bay Economic Partnership (MBEP) shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against 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 MBEP's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

“Monterey Bay Economic Partnership (MBEP)” includes its action or inaction and the action or inaction of MBEP's officers, employees, agents, invitees, volunteers, contractors, and subcontractors.



**Monterey Bay**  
ECONOMIC PARTNERSHIP



## **INSURANCE**

### **Evidence of Coverage:**

Prior to commencement of this MOU, MBEP 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, MBEP 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. Approval of insurance shall neither relieve nor decrease the liability of MBEP.

### **Qualifying Insurers:**

All coverages, 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 MBEP's duty to indemnify, MBEP 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 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 of not less than \$1,000,000 per occurrence.
- Workers' Compensation Insurance, if MBEP 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, all such insurance shall be written on an occurrence basis, or if not, shall continue in effect for three (3) years following completion of services. 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, cancellation, or intended non-renewal. Each policy shall provide coverage for MBEP 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 identical coverage. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional



**Monterey Bay**  
ECONOMIC PARTNERSHIP



Insureds with respect to liability arising out of MBEP's work, including ongoing and completed operations, and shall further provide that such insurance is primary to any insurance maintained by the County.

Required endorsement forms:

- CG 2010 (11-85) or CG 2010 (01-10) with CG 2037 (10-01)
- CA 20 48 (02-99) for automobile liability

Prior to execution, MBEP shall file certificates of insurance with the County's contract administrator and Contracts/Purchasing Division. MBEP shall file updated certificates within five (5) calendar days of any policy change. Failure to maintain insurance constitutes default and may result in termination of this MOU. MBEP shall be responsible for restoring the property to a condition acceptable to the County upon completion of its use.

#### **LIABILITY**

The County of Monterey makes no warranties about the condition of the premises made available to MBEP. The County shall not be liable for any personal injury or damage to property which MBEP or its staff, volunteers, guests, or invitees may incur or cause. MBEP hereby releases the County from such liability and shall maintain insurance to cover any such losses.

#### **VI. NON-DISCRIMINATION / COMPLIANCE WITH LAW**

MBEP agrees that it and its employees, agents, and contractors shall comply with all applicable federal, state, and local laws and shall not unlawfully discriminate against any person on the basis of race, color, national origin, ancestry, religion, sex, gender identity, sexual orientation, age, disability, or other protected status.

#### **VII. GOVERNING LAW AND VENUE**

This MOU shall be governed by the laws of the State of California. Venue for any disputes shall be Monterey County, California.

#### **VIII. ASSIGNMENT**

MBEP shall not assign or transfer any interest in this MOU without prior written consent from the County.

#### **IX. AUTHORITY**

The individuals signing this MOU certify that they are authorized to execute this agreement on behalf of their respective organizations

#### **X. SIGNATURES**



**Monterey Bay**  
ECONOMIC PARTNERSHIP



**Monterey Bay Economic Partnership**

Name: Tahra M. Goraya

Title: President and CEO

Signature:

Signed by:  
*Tahra M. Goraya*  
F47C61962A5B49C...

Date: 6/10/2026 | 9:36 AM PDT

**County of Monterey – Monterey County Free Libraries (MCFL)**

Name: Hillary Theyer

Title: Library Director

Signature:

Date: