

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF MONTEREY
and
LOAVES, FISHES, AND COMPUTERS**

This Memorandum of Understanding (“MOU”) is entered into by and between the County of Monterey (“**County**”), inclusive of its subdivisions Monterey County Free Libraries (“**MCFL**”), Monterey County Information Technology Department (“**MCITD**”) and Monterey County Department of Social Services (“**DSS**”), and Loaves, Fishes, and Computers (“**LFC**”). The MCFL, MCITD, and DSS may be referred to collectively as “County,” and together with LFC, may be referred to as the “**Parties**.”

I. PURPOSE

This Memorandum of Understanding (“**MOU**”) establishes a collaborative partnership between the County and LFC to implement, promote, and expand access to Digital Literacy and Broadband Services Program Adoption. The partnership is intended to:

- a. Increase digital literacy skills among Monterey County residents;
- b. Utilize County library facilities as accessible and trusted locations for training;
- c. Promote awareness and enrollment for reduced-cost internet services for eligible residents;
- d. Conduct community-based outreach, including events supported by Digital Navigators, to assist residents with digital access and connectivity;
- e. Prioritize outreach and service delivery to underserved, rural, and low-income communities, ensuring culturally and linguistically appropriate services where feasible; and
- f. Collaborate in identifying, pursuing, and supporting applicable local, state, federal, nonprofit, and private grant funding opportunities intended to offset or support program costs; and
- g. Define the responsibility of each agency in the partnership.

II. OBJECTIVES

The Parties agree to collaborate on the following objectives:

- a. Digital Literacy Program implementation and promotion
- b. Deliver structured digital literacy training that includes:
 - i. Basic computer skills and devices usage;
 - ii. Internet navigation and cybersecurity awareness;
 - iii. Email, communications platforms, and productivity tools; and
 - iv. Accessing online government, health, social services, and other services and programs that support residents eligible for reduced internet services.
- c. Utilize available MCFL branches for in-person training by:
 - i. Leveraging existing computer labs and wireless access ;
 - ii. Provide geographically distributed access across Monterey County for training and digital literacy and navigation support within the communities;
 - iii. Coordinate outreach efforts targeting underserved populations; and
 - iv. Integrating enrollment support into training sessions and events.
- d. Broadband access and enrollment support through promotion and enrollment support in low-cost or subsidized internet services by:

- i. Acquiring eligibility information and facilitating application assistance;
- ii. Coordinating outreach efforts targeting underserved populations;
- iii. Integrating enrollment outreach and support into training sessions and events; and
- iv. Participate in community events to promote digital literacy program and reduced broadband service adoption and enrollment.

III. COUNTY RESPONSIBILITIES

a. MCFL:

- i. Provide access to designated library facilities, subject to availability and County policies;
- ii. Coordinate scheduling and logistics with library staff;
- iii. Support outreach through communication channels such as social media and new briefings as needed;
- iv. Facilitate connections with local libraries as needed to support program delivery;
- v. Ensure adherence to County policies related to IT security, privacy, and acceptable use;
- vi. Meet the necessary reporting requirements as a grantee or subgrantee if program is funded by a grant; and
- vii. Participate in or support community events, as appropriate and feasible.

b. DSS:

- i. Support outreach efforts targeting potentially eligible Monterey County residents;
- ii. Coordinate participation in community events and service locations;
- iii. Promote awareness of reduced-cost internet programs, digital literacy training opportunities, and digital navigator services funded through grants;
- iv. Refer potentially eligible residents to participating partners for enrollment assistance and digital inclusion services; and
- v. Provide limited eligibility-related information or aggregated eligibility data, where permitted by law, to assist with outreach and program participation efforts.

c. MCITD Responsibilities

- i. Support outreach through County communication channels and interdepartmental coordination;
- ii. Facilitate connections with County departments, local government agencies, and community based organizations to promote this program; and
- iii. Lead or co-lead community events in coordination with LFC and MCFL.

IV. LFC RESPONSIBILITIES

- a. Develop and deliver digital literacy curriculum and training sessions;
- b. Provide qualified instructors and Digital Navigators to support residents;
- c. Lead or co-lead community events in coordination with the County as needed;
- d. Provide materials, tools, and resources necessary for training and outreach;
- e. Assist residents with eligibility screening and enrollment in reduced-cost internet services;
- f. Conduct outreach and engagement efforts, including coordination with community-based organizations and other local government agencies as needed to promote the program;

- g. Meet the necessary reporting requirements as a grantee or subgrantee if program is funded by a grant; and
- h. Ensure services are accessible, inclusive, and culturally appropriate.

V. JOINT RESPONSIBILITIES

- a. Coordinate program schedules, locations, and event planning;
- b. Collaborate on outreach strategies to maximize community participation;
- c. Share relevant, non-confidential program data to support reporting and continuous improvement; and
- d. Hold periodic coordination meetings to evaluate program performance and address operational needs.

VI. FUNDING AND COSTS

This MOU does not obligate the expenditure of funds by the Parties, and each party shall bear its own costs unless the program is offset by grant funding at which time, the grantee will make every effort to work with the Parties under this MOU to incorporate allowable costs into the grant proposal budget. This MOU documents the collaboration and allowable cost-sharing activities should grant applications be submitted by Parties referenced in this MOU.

VII. TERM AND TERMINATION

This MOU shall be effective upon execution by all Parties and remain in effect for two (2) years, with the option to renew. Parties may terminate this MOU with a thirty (30) day written notice.

VIII. DATA USE, PRIVACY, AND SECURITY

- a. All data received, accessed, or shared between the Parties under this MOU shall be used solely for purposes directly related to this MOU, including:
 - i. Community outreach and engagement activities;
 - ii. Promotion of digital literacy services;
 - iii. Assisting residents with eligibility determination and enrollment in reduced-cost internet services;
 - iv. Be limited to information reasonably necessary to identify and contact potentially eligible residents;
 - v. Be used solely for outreach, education, enrollment assistance, grant reporting, and program administration activities directly related to CETF-supported initiatives and this MOU;
 - vi. Be maintained in a confidential manner and protected through appropriate administrative, technical, and physical safeguards;
 - vii. Be accessible only to authorized personnel performing duties under this MOU; and
 - viii. Be securely destroyed or deleted upon completion of the program or termination of this MOU, unless otherwise required by applicable law or record retention requirements.
- b. Under no circumstances shall such data be used for any unrelated purpose, including but not limited to marketing, commercial use, or distribution outside the scope of this MOU.
- c. Only the minimum necessary data required to perform outreach, program delivery, and enrollment assistance activities shall be collected, accessed, or shared.

- d. Parties shall avoid the collection or retention of unnecessary personally identifiable information (PII).
- e. Any eligibility information or data shared under this MOU for outreach purposes shall:

IX. INDEMNITY

In consideration and furtherance of the above specified purpose at a County location, LFC 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 LFC's performance of this MOU at a County location, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. LFC performance includes their action or inaction and the action or inaction of LFC's officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

X. INSURANCE REQUIREMENT

- a. Evidence of Coverage: Prior to commencement of this MOU, LFC 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, LFC 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 LFC.
- b. 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.
- c. Insurance Coverage Requirements: Without limiting LFC's duty to indemnify, LFC shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 - i. 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.
 - ii. 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.
 - iii. Workers' Compensation Insurance, if LFC 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.

- d. 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 LFC 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 Insureds with respect to liability arising out of LFC's work, including ongoing and completed operations, and shall further provide that such insurance is primary to any insurance maintained by the County.
- e. Required endorsement forms:
 - i. CG 2010 (11-85) or CG 2010 (01-10) with CG 2037 (10-01)
 - ii. CA 20 48 (02-99) for automobile liability
- f. Prior to execution, LFC shall file certificates of insurance with the County's MOU administrator and Contracts/Purchasing Division. LFC 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. LFC shall be responsible for restoring the property to a condition acceptable to the County upon completion of its use.

XI. LIABILITY

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

X. NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS

During the term of this MOU, Parties referenced in this MOU agree 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. Parties agree 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.

This section intentionally left blank.

IN WITNESS WHEREOF, County of Monterey AND LOAVES, FISHES, AND COMPUTERS have executed this Memorandum of Understanding on the day and year set forth below.

COUNTY OF MONTEREY

Date: _____

Library Director

Date: _____

Chief Information Officer

Date: _____

Director of Social Services

LOAVES, FISHES, AND COMPUTERS

Date: _____

Executive Director

APPROVED AS TO FORM

Date: _____

Deputy County Counsel
County of Monterey