

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MONTEREY, ON BEHALF OF  
THE COUNTY OF MONTEREY HEALTH DEPARTMENT  
AND  
MONTEREY-SALINAS TRANSIT DISTRICT, A SPECIAL DISTRICT**

- I. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as “COUNTY”) and Monterey-Salinas Transit District, a special district (“MST”) (collectively, the “Parties,” and individually, a “Party”). The Parties hereby agree as follows:
- II. Purpose and Scope.** The purpose of this MOU is to establish the roles and responsibilities of the Parties regarding the provision of premises to be used for onsite Kiosk (automated vending machines or self-service stations that provide an opioid overdose reversal medication).
- III. Responsibilities of County.**
- A. Delivery and Installation.** COUNTY shall work with Vendor to deliver and install Kiosks in accordance with a timeline mutually agreed upon by the Parties.
1. Identified locations:
- a. **Monterey-Salinas Transit (MST) Salinas Transit Center (STC)** –  
110 Salinas St., Salinas, CA 93901
  - b. **Monterey-Salinas Transit (MST) Marina Transit Exchange (MTX)** -  
280 Reservation Rd., Marina, CA 93933
- B. Ongoing Support.** COUNTY shall manage services provided by Vendor including the following support and services on an ongoing basis during the term of the maintenance agreement:
1. Remotely monitor kiosks for internal temperature, potential issues, and item stock levels
- C. Maintenance & Repair.**
1. COUNTY shall undertake commercially reasonable efforts to keep the Kiosks in good working order and condition during the term of the agreement.
  2. In the event of an equipment failure, COUNTY will respond to repair requests, contact the Vendor and attempt to resolve the issue remotely within seventy-two (72) hours.
  3. In the event of an equipment failure, COUNTY shall contact and work with the Vendor who will make every available effort to attempt to repair onsite within ninety-six (96) hours. If unable to repair while onsite, COUNTY will make every available effort to repair onsite within ninety-six (96) hours of receipt of parts necessary to make the repair.
  4. COUNTY shall have the exclusive oversight right to repair, maintain, or move Kiosks. Failure to follow this provision will void both the product warranty and the Vendor maintenance warranty for the work done by the State.
  5. COUNTY shall ensure services be made on a quarterly basis and provide updates by email. Services that shall be conducted remote and onsite preventative maintenance activities on Kiosks include:
    - a. Inspect and clean the exterior and interior of each Kiosk

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- b. Check the refrigeration unit and service as needed
- c. Check the locking mechanism and service as needed
- d. Conduct necessary on-site software and firmware updates
- e. Validate connectivity and make adjustments as needed
- f. Test all sensors and service as needed
- g. Check the dispense mechanism and service as needed
- h. Conduct UPS power-down and recharge validation
- i. Check all hardware accessed by users (retrieval bin, tablet, etc.) and service as needed
- j. Level kiosk as needed

**IV. Responsibilities of MST.**

**A. Installation Preparation.** Prior to installation, MST shall:

- 1. Have identified the exact location of each Kiosk at each facility MST shall provide email to COUNTY representative with address and exact location of set up. Location must:
  - a. Have a level, flat surface with a floor load capable of supporting at least 1,500 pounds
  - b. Provide access to a dedicated 20A, 125-volt circuit
  - c. Capable of supporting kiosk size of W: 38.25” x H:75.50” x D: 37.00”
  - d. MST shall be solely responsible for preparing the Site for Kiosk installation, including any mechanical, electrical, or construction costs

**B. Repair & Maintenance.**

- 1. MST agrees to notify COUNTY within 24 hours of any need for repair or service, as well as any consumer complaints respecting the Kiosks
- 2. MST agrees to fully cooperate with COUNTY in effecting any necessary repairs or service
- 3. MST shall make all efforts and arrangements to ensure the safety and security of COUNTY employees and/or contractors at Kiosk sites

**V. Mutual Responsibilities of the Parties.**

- A. Ongoing Support.** Ensure that access to Kiosk is not blocked and testing can be provided 24/7. If access must be blocked for any extended period of time, MST will notify COUNTY.

**VI. General Provisions.**

- A. Term.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect until the End Date of Vendor (LTS) Agreement, October 31, 2026. This MOU may be extended for such time as mutually agreed to by the Parties in writing. Termination or expiration of this MOU shall not affect any obligations which by their nature survive termination or expiration.

- B. Termination.** This MOU may be terminated, without cause, by COUNTY or MST upon fifteen (15) days’ written notice, which notice shall be delivered by hand via email or by certified mail to the other Party’s POC under this MOU or may be mutually terminated at any time upon mutual written agreement by the COUNTY or MST.

1. **Duties upon Termination or Expiration.** Upon expiration or termination of this MOU, MST shall surrender the Kiosk (Equipment) in the condition in which it was received, subject only to reasonable wear and tear. The Parties shall coordinate regarding the removal of the equipment from the facility. All equipment brought to MST by COUNTY shall be removed within fifteen (15) days of termination as the Parties may upon mutual written agreement amend the removal schedule to a suitable time frame, but in no event earlier than is reasonable and necessary to ensure there is no disruption of services and operations.

C. **Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and approved by both Parties prior signing an Amendment to this MOU.

D. **Mutual Indemnification.**

1. MST agrees to indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) to the extent caused by the negligence, recklessness, or willful misconduct of MST, its officers, employees, agents, or contractors in connection with the performance of this Agreement.

2. County agrees to indemnify, defend, and hold harmless MST, its officers, employees, and agents from and against any and all claims, demands, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) to the extent caused by the negligence, recklessness, or willful misconduct of County, its officers, employees, agents, or contractors in connection with the performance of this Agreement.

3. Shared Liability: In the event that liability is attributable to the negligence, recklessness, or willful misconduct of both MST and County, each Party shall bear responsibility for its proportionate share of the liability as determined by a court of competent jurisdiction or as mutually agreed by the Parties.

4. Nothing in this section shall be construed to waive any immunities or limitations on liability provided by applicable law, including but not limited to the California Government Claims Act (Government Code §§ 810 et seq.), which governs the liability and immunities of public entities and their employees.

5. Notice and Cooperation: The indemnified Party shall promptly notify the indemnifying Party of any claims or actions subject to indemnification under this Agreement and shall reasonably cooperate with the indemnifying Party in the defense and resolution of such claims or actions.

**E. Insurance.**

1. Each Party agrees to maintain, at its own expense, insurance coverage sufficient to cover its liabilities under this Agreement, including but not limited to the indemnity obligations set forth herein.
  - a. General Liability Insurance: Comprehensive or commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage.
  - b. Automobile Liability Insurance: Coverage for all owned, hired, and non-owned vehicles with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage.
  - c. Workers' Compensation and Employers' Liability Insurance: Coverage as required by law, including Employers' Liability limits of not less than \$1,000,000 per accident.
  - d. Professional Liability Insurance (if applicable): Coverage for errors and omissions with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
2. Upon request, each Party shall provide the other Party with a certificate of insurance or evidence of coverage demonstrating compliance with these requirements.
3. A Party may satisfy its insurance obligations through self-insurance, provided it maintains sufficient financial resources to meet or exceed the required coverage limits and provides written verification of such self-insurance upon request.
4. Maintenance of insurance or self-insurance by either Party shall not be construed as a limitation of liability or as a waiver of any immunities or limitations provided under applicable law.
5. Each Party agrees to name the other Party as an additional insured under its general liability policy, but only to the extent of liabilities arising out of the indemnifying Party's obligations under this Agreement.

**F. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California to the extent applicable to this MOU. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and venue shall be in the Superior Court of Monterey, California.

**G. Compliance with the Law.** Each Party agrees that it will comply with all federal, state, and local laws, rules, regulations now and hereafter in effect.

**H. Points of Contacts (POCs).** The Parties will each designate person for purposes of sending notices to the other Party and as their point of contact (“POC”) who will be responsible for coordinating their respective activities under this MOU. Notices required by this MOU shall be send via facsimile or U.S. Mail. The POC designees are as follows:

**MST**

Attention: Kelly Halcon  
Address: 19 Upper Ragsdale Drive, Suite 200, Monterey, CA 93940  
Email: [khalcon@mst.org](mailto:khalcon@mst.org)  
Ph: 831-264-5911

**County of Monterey**

Attention: Shiba Sumeshwar  
Address: 1270 Natividad Road, Salinas, CA 93906  
Email: [sumeshwarsd@countyofmonterey.gov](mailto:sumeshwarsd@countyofmonterey.gov)  
Ph: 831-755-4018

**I. Authority to Execute.** By execution of this MOU as indicated below, each Party represents to the other that the person so executing on behalf of each Party has authority and power to execute this MOU on behalf of their respective party.

**J. Entire Agreement; Waiver; Signature and Delivery.** This MOU supersedes all prior agreements, both verbal and written, and any discussions and writings and constitutes the entire agreement between the Parties with respect to the specific subject matter hereof. No waiver or modification of this MOU will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this MOU electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes.

**VII. Signatures.** In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**COUNTY OF MONTEREY**

**By:** \_\_\_\_\_

**Title:** Director of Health Services

**Name:** Elsa Jimenez

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

Approved as to form.

DocuSigned by:  
*Stacy Saetta*  
CAFC1900F6449  
**Stacy Saetta**

**Chief Deputy County Counsel**

2/12/2025 | 10:45 AM PST

**MONTEREY-SALINAS TRANSIT DISTRICT**

DocuSigned by:  
*Carl Sedoryk*  
\_\_\_\_\_

**Title:** CEO

**Name:** Carl Sedoryk

**Date:** 2/7/2025 | 3:56 PM PST

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