

Memorandum of Understanding between County of Monterey - Monterey County Free Libraries and Alliance on Aging

This memorandum of understanding establishes a formal working partnership between the County of Monterey, Monterey County Free Libraries and Alliance on Aging. The goal of this partnership is to provide a physical space to Alliance on Aging in support of their tax preparation services to older adults.

BACKGROUND

MCFL through the Castroville, Marina, Greenfield and King City Branch Libraries have provided a room or physical space for Alliance on Aging volunteers to conduct their meetings in relation to tax preparation assistance. The room and locations have conveniently provided a meeting place for Alliance on Aging to fulfill their purpose of advocacy for older adults. The partnership is beneficial to MCFL, Alliance on Aging and the communities they serve.

PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the use of the Library space to conduct tax preparation assistance meetings with their clients.

RESPONSIBILITIES UNDER THIS MOU

Library shall undertake the following activities:

- *Provide key to access to designated Library locations; to Alliance on Aging and their designated Tax Preparation Volunteers.*
- *Allow designated Alliance on Aging Staff access to the library facility upon agreed appointment schedules to be determined in advance, with at least one week of ample notification.*
- *Provide workspace for Alliance on Aging staff that meets their needs while not interfering with library operations.*
- *Alliance on Aging will ensure that Library Worksite Plans related to COVID safety protocols are observed.*
- *MCFL to communicate the specific Library Worksite Plan to Alliance on Aging, updating within 12 hours of any changes to the Plan.*
- *Provide forms or logs appropriate to comply with the Plan (eg. symptom check manual forms)*

TERM

The term of this MOU shall be effective upon the signature of the Library's and Alliance on Aging 's authorized officials and to terminate after three years. 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, to increase the term by no more than three (3) additional years. Such amendments, providing for a maximum of three (3) extensions of one year each, executed by both parties.

INDEMNITY:

In consideration and furtherance of the above specified purpose, Alliance on Aging 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 Alliance On Aging's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Alliance on Aging's performance" includes their action or inaction and the action or inaction of Alliance on Aging's officers, employees, agents, contractors and subcontractors.

INSURANCE:

Evidence of Coverage:

Prior to commencement of this MOU, Alliance on Aging 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, Alliance on Aging 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 Alliance on Aging.

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 Alliance on Aging's duty to indemnify, Alliance on Aging 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 Alliance on Aging 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 Alliance on Aging 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 Alliance on Aging 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 Alliance on Aging'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 Alliance on Aging's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 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, Alliance on Aging shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the Alliance on Aging has in effect the insurance required by this Agreement. The Alliance on Aging 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.

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

Alliance on Aging 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.

Signature: *Jessica Ojeda*

Date: 3/2/2021

Alliance on Aging

DocuSigned by:
Signature: *Hillary Theyer*
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Date: 3/4/2021 | 2:02 PM PST

Hillary Theyer
Library Director
Monterey County Free Libraries