

# **Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and Monterey County Sheriff, and San Lucas Water District**

This memorandum of understanding establishes an agreement between the County of Monterey (County), on behalf of Monterey County Free Libraries (MCFL) and the Monterey County Sheriff (Sheriff), and San Lucas Water District (Water District or District), a California special district.

The goal of this agreement is to allow Water District temporary use of certain designated space at the San Lucas Branch of MCFL, located at 54692 Teresa St, San Lucas, CA 93954 (library), currently utilized by MCFL and Sheriff, in order for the Water District to carry out its mission effectively. Because libraries loan books, serve as community information centers, and meeting spaces, the collaboration is beneficial to both parties.

The Water District plans to assist Monterey County Free Libraries by using the meeting rooms for Water District board meetings and Sheriff substation space for residents to pay water bills, thereby bringing in and exposing more members of the public to the benefits provided by MCFL.

## **RECITALS**

WHEREAS, the mission of Water District is to provide the County residents within its jurisdiction water for the enjoyment and benefit of such residents.

WHEREAS, the mission of MCFL is to bring ideas, inspiration, information, and enjoyment to our community. MCFL's vision is that Monterey County is a community where everyone has the opportunity to achieve their potential and pursue happiness.

WHEREAS, this partnership shall be beneficial to both organizations, and to the San Lucas community with continued public access to essential services.

**NOW THEREFORE, it is hereby agreed by and between the County and Water District 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.

## **RESPONSIBILITIES UNDER THIS MOU**

The County shall undertake the following activities:

- The County will allow Water District to host public meetings at the library, on condition that Water District coordinates with Library staff in advance, with a preference for meetings to be held after library hours.
- The County will give the District a key and alarm code to the facility, along with instruction on the facility systems and emergency contacts for any facility issues.

- The County will allow Water District space for accepting bill payments from residents. County and District will mutually schedule the open hours for residents to transact business with the Water District, taking into account resident, Water District, Sheriff, and Library needs.
- The County will, at its sole discretion, provide applicable support for Water District activities, so long as it does not conflict or 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 Water District.
- Provide an open channel of communication to and with Water District.

Water District shall undertake the following activities:

- Ensure that County and library access and safety policies and protocols are communicated to the Water District members, staff, and volunteers undertaking the Water District activities.
- Ensure that all Water District members, staff, volunteers, and designees follow County and library access and safety policies and protocols.
- District is solely responsible for any records stored on site. County shall have no responsibility or obligation to maintain, access, or insure records of the District. County staff shall have no access to District records.
- County will permit Water District to place one temporary storage container on the adjacent County owned land parcel for storage of water. This container and water is the sole responsibility of the District. County will have no responsibility to manage, secure, distribute or insure the container or contents.
- District understands that there are no public restrooms when the Library is closed to the public, therefore District is solely responsible for providing adequate restroom facilities for District staff and the public when transacting business with the District.
- District understands there is no potable water to the facility, and bottled drinking water is only available to the public when the library is open to the public. District is responsible for providing drinking water to District staff when the library is closed to the public.
- Ensure that any additional permits, permissions, licenses or certifications applicable to the activity are obtained and in place.
- Ensure that designated area is suitable for Water District activities.
- Ensure that any personally identifiable information required for Water District activities is collected, secured, or retained by Water District and not shared with or represented as being collected by MCFL or Sheriff.
- Provide an open channel of communication to and with MCFL and Sheriff staff.

## **TERM**

This MOU is in effect upon signing and will be for a term of six (6) months. 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.

## **INDEMNITY**

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

## **INSURANCE**

Evidence of Coverage: Prior to commencement of this MOU, Water District 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, Water District 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 Water District.

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 Water District duty to indemnify, Water District 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 is not required due to extenuating circumstances.
- 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 Water District 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 Water District 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 Water District 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 Water District'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 Water District'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, Water District shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the Water District has in effect the insurance required by this Agreement.

The Water District 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. Water District 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, Water District shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Water District to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. Any remedial work required of Water District shall be performed by 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.

#### **NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS**

During the term of this MOU, Water District 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. Water District 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 only.

#### **ASSIGNMENT**



Water District 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 they have proper authorization to do so.

Name: Aheri Braden Date: 3-19-2026  
San Lucas Water District

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Hillary Theyer, Library Director  
Monterey County Free Libraries

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Eric Bixler, Chief Deputy, Monterey County Sheriff