

NAPA COUNTY AGREEMENT NUMBER 220020B

MEMORADUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on _____ by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" on behalf of Napa County Library and Solano Community College (hereinafter referred to as "SCC") located at 4000 Suisun Valley Rd., Fairfield, CA 94534, on behalf of its Library and Learning Resource Center.

RECITALS

WHEREAS, on July 1, 2021 COUNTY entered into a contract with Innovative Technologies for Polaris, an Integrated Library system "ILS" and Unity Courier; and

WHEREAS, having a ILS system creates the need of courier services for library materials between the Napa County Library and SCC; and

WHEREAS, SCC's cost was built into the County's agreement with Innovative Technologies and Unity Courier; and

WHEREAS, the ILS system and cooperation between County and SCC creates opportunities to for services and products at cost savings for both libraries; and

WHEREAS, SCC requests that Napa County Library develop a pricing structure for Polaris and Unity Courier services and to purchase services and/or products on its behalf.

TERMS

NOW, THEREFORE, the parties agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2021 and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraph 5.
2. **Maximum Amount.** The Maximum payments under this Agreement shall be a total of seventy thousand dollars (\$70,000.00) for professional services and products based upon services actually rendered and expenses actually incurred.
3. **E-mail or Written Consent Required.** Upon the e-mail or written consent of the persons designated in Paragraph 6, Napa Valley Library, on behalf of COUNTY, may purchase library courier services and other products and services on behalf of SCC.
4. **Reimbursement for Services and Products.** Reimbursement for Services and Products will follow the formula outlined in Exhibit "A" attached hereto and incorporated by this reference herein.
5. **Termination.** This Agreement may be terminated by COUNTY or by SCC for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least 60 days prior to the effective date. However,

SCC shall still be required to pay for the cost of products and services made pursuant to this agreement before the effective termination.

6. **Notices.** All notices required or authorized by this Agreement shall be in e-mail or in writing. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY
Anthony Halstead
Director of Library Services
Napa County
500 Coombs Street
Napa, CA 94559
anthony.halstead@countyofnapa.org

SCC
David Williams
VP Academic Affairs
Solano Community College
4000 Suisun Valley Rd.
Fairfield, CA 94534
david.williams@solano.edu

7. **Indemnification/Hold Harmless.** To the full extent permitted by law, COUNTY and SCC shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.
8. **Amendments.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
9. **Insurance.** SCC shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:
 - (a) **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, SCC shall provide workers' compensation insurance for the performance of any of SCC's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

- (b) **Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:**
- (1) **General Liability.** Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
 - (2) **Professional Liability.** Each party shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance coverage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and, where provided through a policy of insurance, issued by a company admitted to do business in the State of California and having an A.M. Best Rating of A: VII or better, covering all professional acts or omissions of that party arising out of or in connection with this Agreement except for those acts or omissions performed in strict compliance with express direction from the other party's governing board, officers or personnel unless such direction was based upon professional advice from the first party or its personnel or other agents under this Agreement.
 - (3) **Comprehensive Automobile Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.
- (c) **Certificates of Coverage.** Insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by SCC with the Anthony Halstead prior to commencement of performance of any of SCC's duties.
- (1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept

current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, SCC shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, SCC shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of SCC not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of SCC under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, SCC shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(5) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.

10. **Interpretation.** This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California.

11. **Conflict of Interest.** By executing this Agreement, the COUNTY hereby determines that SCC has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.
12. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.
13. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
14. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
15. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

SOLANO COMMUNITY COLLEGE

By David Williams
DAVID WILLIAMS
Vice President of Academic Affairs
Solano Community College

“SCC”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA
Chair Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy County Counsel</p> <p>Date: May 12, 2021</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"
COMPENSATION

Polaris Rate Schedule		Napa County	NV College	Solano CC	
Year	Subscription Period	81.83%	9.36%	8.81%	Total
Year 1	July 2021 - June 2022	\$ 79,215.78	\$ 9,061.61	\$ 8,524.36	\$ 96,801.76
Year 2	July 2022 - June 2023	\$ 81,988.34	\$ 9,378.77	\$ 8,822.72	\$ 100,189.82
Year 3	July 2023 - June 2024	\$ 84,857.92	\$ 9,707.03	\$ 9,131.51	\$ 103,696.46
Year 4	July 2024 - June 2025	\$ 87,827.95	\$ 10,046.77	\$ 9,451.11	\$ 107,325.84
Year 5	July 2025 - June 2026	\$ 90,901.94	\$ 10,398.41	\$ 9,781.90	\$ 111,082.25
Totals		\$ 424,791.94	\$ 48,592.59	\$ 45,711.61	\$ 519,096.13

Unity Rate Schedule						
	Year 1	Year 2	Year 3	Year 4	Year 5	
Location Name and days:	\$ 44,378.00	\$ 44,743.00	\$ 45,108.00	\$ 45,474.00	\$ 45,839.00	
AMERICAN CANYON LIB (M-F)	\$ 635.00	\$ 667.00	\$ 690.00	\$ 715.00	\$ 740.00	
CALISTOGA LIBRARY (M-F)	\$ 635.00	\$ 667.00	\$ 690.00	\$ 715.00	\$ 740.00	
NAPA COUNTY LIBRARY (M-F)	\$ 1,201.00	\$ 1,261.00	\$ 1,305.00	\$ 1,350.00	\$ 1,398.00	
NAPA VALLEY COLLEGE (M&F)	\$ 318.00	\$ 334.00	\$ 346.00	\$ 358.00	\$ 371.00	
SOLANO COMMUNITY COL (W)	\$ 184.00	\$ 193.00	\$ 200.00	\$ 207.00	\$ 214.00	
YOUNTVILLE LIBRARY (M-F)	\$ 635.00	\$ 667.00	\$ 690.00	\$ 715.00	\$ 740.00	
Monthly Rate:	\$ 3,608.00	\$ 3,789.00	\$ 3,921.00	\$ 4,060.00	\$ 4,203.00	
Annual Rate:	\$ 43,296.00	\$ 45,468.00	\$ 47,052.00	\$ 48,720.00	\$ 50,436.00	
<p>NAPA COUNTY will contract with UNITY delivery service for all three libraries. CONTRACTOR shall pay the exact price of the services for any stops incurred at that location. Additionally, CONTRACTOR shall pay % of the difference between the monthly service fee for the initial stop and the monthly service fee.</p>						
				81.83%	9.36%	8.81%
	Monthly Initial Stop	Monthly Location	To be allocated	Napa County	NV College	Solano CC
Year 1	\$ 1,201.00	\$ 635.00	\$ 566.00	\$ 463.17	\$ 52.98	\$ 49.84
Year 2	\$ 1,261.00	\$ 667.00	\$ 594.00	\$ 486.09	\$ 55.60	\$ 52.31
Year 3	\$ 1,305.00	\$ 690.00	\$ 615.00	\$ 503.27	\$ 57.57	\$ 54.16
Year 4	\$ 1,350.00	\$ 715.00	\$ 635.00	\$ 519.64	\$ 59.44	\$ 55.92
Year 5	\$ 1,398.00	\$ 740.00	\$ 658.00	\$ 538.46	\$ 61.60	\$ 57.94

Year 1	Monthly Location	Montly Initial	Annual				
Napa Valley College	\$ 318.00	\$ 52.98	\$ 4,451.80				
Solano Community College	\$ 184.00	\$ 49.84	\$ 2,806.10				
Year 2	Monthly Location	Montly Initial	Annual	5 year Maximum			
Napa Valley College	\$ 334.00	\$ 55.60	\$ 4,675.25	Napa Valley College	\$	72,762.93	
Solano Community College	\$ 193.00	\$ 52.31	\$ 2,943.69	Solano Community College	\$	60,929.62	
Year 3	Monthly Location	Montly Initial	Annual				
Napa Valley College	\$ 346.00	\$ 57.57	\$ 4,842.84				
Solano Community College	\$ 200.00	\$ 54.16	\$ 3,049.88				
Year 4	Monthly Location	Montly Initial	Annual				
Napa Valley College	\$ 358.00	\$ 59.44	\$ 5,009.31				
Solano Community College	\$ 207.00	\$ 55.92	\$ 3,155.02				
Year 5	Monthly Location	Montly Initial	Annual				
Napa Valley College	\$ 371.00	\$ 61.60	\$ 5,191.14				
Solano Community College	\$ 214.00	\$ 57.94	\$ 3,263.32				

Solano College 5-year maximum	\$	60,929.62
Additional services and products	\$	9,070.38
MOU Maximum	\$	70,000.00