

## **Memorandum of Agreement**

### **Between the City of Salinas and the Literacy Campaign for Monterey County**

This Memorandum of Agreement ("Agreement") is entered into this 24th day of October, 2017, by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as "the City," and the Literacy Campaign for Monterey County, a California not-for-profit corporation hereinafter referred to as "the Literacy Campaign."

### **RECITALS**

WHEREAS, the City owns and maintains several public parks located throughout the city of Salinas; and

WHEREAS, the Library and Community Services Department has made literacy a main component of its programming and activities and provides literacy services and programs at its library branches; and

WHEREAS, the Literacy Campaign is focused on increasing literacy in Monterey County and to achieve that goal supports literacy efforts through a variety of functions including: raising awareness regarding literacy needs and advocating for literacy in Monterey County; building partnerships with and among businesses, literacy service providers, the community, and other stakeholders; and identifying and pursuing funding sources in support of literacy initiatives; and

WHEREAS, the City and the Literacy Campaign desire to partner together in an effort to further promote literacy in the city of Salinas.

NOW, THEREFORE, the City and the Literacy Campaign agree as follows:

### **TERMS**

1. **Purpose.** The purpose of this Agreement is to memorialize the City and the Literacy Campaign's desire to partner together in an effort to further promote literacy in the city of Salinas. The City and the Literacy Program have determined that the installation of "literacy panels" on playground equipment in the City's parks will be an effective way to promote literacy among Salinas's youth. Sample "literacy panels" are shown in Attachment A.

2. **Funding; City Commitment.** The Literacy Campaign agrees to provide the City with funding in an amount not to exceed twenty thousand dollars (\$20,000) to install "Talking is Teaching" literacy panels on the playground equipment at the Hebborn Park. The funding may be used for the purchase and installation of the literacy panels and any repairs or retrofits to the playground equipment necessary for the installation of the literacy panels to be completed. In exchange for the Literacy Campaign's agreement to provide funding as described in section 2, above, within twelve (12) months from the date the first panel is installed at the Hebborn Park

and subject to available funding, the City agrees to install literacy panels at a second City-owned park or recreation facility at the City's sole cost and expense.

The City and the Literacy Campaign agree to work collaboratively to select the panels to be installed at the Hebbbron Family Center and the second City-owned park or recreation facility and to develop signage to be installed at each of the sites to recognize the contribution of the Literacy Campaign.

3. **Term.** This Agreement shall be effective as of the date first written above and shall continue in full force and effect until October \_\_\_\_, 2018. This Agreement may be extended upon the mutual written agreement of the City and the Literacy Campaign.

4. **Hold Harmless and Liability.** The City understands and acknowledges that the Literacy Campaign is only a financial sponsor and consequently agrees to hold the Literacy Program harmless and to release the Literacy Campaign from any liability associated with the City's installation of the literacy panels in the City-owned facilities.

5. **Notices.**

Written notices to the City shall be addressed to:

Library and Community Services Director  
City of Salinas  
John Steinbeck Library  
350 Lincoln Avenue  
Salinas, California 93901

Written notices to the Literacy Campaign shall be addressed to:

6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and of the Literacy Campaign have entered into this Agreement as of the date first written above.

CITY OF SALINAS

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Ray Corpuz, City Manager

APPROVED AS TO FORM:

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Christopher A. Callihan, City Attorney

LITERACY CAMPAIGN FOR MONTEREY COUNTY

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Len Foster, President  
Literacy Campaign for Monterey County