

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”), and the Omaha Public Library, a public organization (“OPL”), as of the date of the last signature hereto.

RECITALS

WHEREAS, the Learning Community has developed certain early childhood education classrooms and offices located at the southwest corner of North 24th Street and Franklin Street in Omaha, Nebraska (the “Premises”), all in accordance with that certain Lease Agreement, dated August 23, 2013 (“Lease”), by and between the Learning Community (as Tenant) and Twenty Fourth and Hamilton, LLC (as Landlord);

WHEREAS, the Learning Community has engaged various community partners to provide early childhood education programs in the Premises, including OPL; and

WHEREAS, the Learning Community and the partners desire to enter into this MOU for purposes of outlining the partners’ continued agreement to provide certain early childhood education and parenting programs in a portion of the Premises for the Learning Community.

Based upon the foregoing recitals, the Learning Community and OPL each agree as follows:

1. The Learning Community shall continue to provide a portion of the Premises to OPL for use in providing early childhood education programs as well as programs supporting parents of such children, whereby OPL shall be allowed to utilize space in the Parent Resource Center and connecting area in the Premises, and certain office space (the “Partner Facilities”). The Partner Facilities shall be provided by Learning Community to OPL at no cost, and shall include utilities, telephone, inside cleaning services, outside maintenance and wireless internet service; provided, however, the partners acknowledge that the Partner Facilities include certain common areas which will also be utilized by the Learning Community and other community partners who provide instructional programs. The Learning Community shall also provide OPL with access to shared conference area space and other classroom availability with priority scheduling access during times when the space is not otherwise in use for Learning Community activities or for previously scheduled activities of other program providers or community groups.

2. As partial consideration for access to the Partner Facilities, OPL agrees to staff the Parent Resource Center areas with a staff person to develop and manage inventory, a check out system for toy and book library options, children’s librarian visits with story time and activities, material collections inside the center, access to library digital resources, technology assistance, parent and family education programs, staffed service area, and visit the schools and centers connected to the Learning Community program. OPL’s program operation shall include staffing of one full time dedicated position, with 13 hours and benefits paid for by the Learning Community. That staff person will work some evening and weekend hours to accommodate programs listed above. OPL also agrees to provide any supplies (or supply costs) for operation of comparable OPL programs (i.e., office supplies, circulating materials of books, videos magazines etc., access to digital library resources). However, the Learning Community will contribute some materials for the toy and book library. The partners agree to provide insurance coverage as outlined in Exhibit A throughout the duration of this MOU. The partners

agree to abide by the terms of the Lease and by any rules or policies established by the Learning Community with regard to the shared use of the Premises by multiple program providers. By entering into this MOU, the partners acknowledge and agree that the ability to utilize the Partner Facilities is subject to the terms of the Lease.

a. Collection materials purchased with funds from the Learning Community, which are withdrawn from the library's collection at the library's discretion, will be given to the Learning Community for disposal or distribution as they deem fit.

3. This MOU may be amended at any time by mutual written agreement between the Partners and the Learning Community. This MOU shall be terminated (i) at any time by mutual written agreement between the parties, (ii) by either party providing written notice to the other party one (1) year in advance of such termination, (iii) upon any expiration or termination of the Lease, or (iv) by either party providing ten (10) days' written notice of a material breach of this MOU by the other party, and the other party's failure to cure such breach prior to expiration of the 10-day cure period.

a. If this MOU is terminated, the collection materials and equipment purchased with OPL funds will be integrated into the general OPL collection. Materials purchased with Learning Community funds will be either donated to OPL, or upon withdrawal from the OPL circulation system, disposed or distributed as Learning Community deems fit.

4. To the fullest extent permitted by law Learning Community and the partners shall indemnify and hold harmless each other, their respective officers, consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from their actions, activities and performance of their respective programs in the Premises, provided that such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of either party, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. However, neither party shall be indemnified hereunder for any loss, liability, damage or expense resulting from its sole negligence or willful misconduct. The Learning Community and the partners both add each other as 'additional insured' on the insurance policies.

THE LEARNING COMMUNITY OF
DOUGLAS AND SARPY COUNTIES

OMAHA PUBLIC LIBRARY

By: 

Name: David Patton, CEO

Date: May 1, 2019

By: 
Name: Laura Marlane, Library Director

Date: May 7, 2019

**Exhibit A
INSURANCE REQUIREMENTS
FOR
Omaha Public Library**

It is the policy of The Learning Community of Douglas & Sarpy Counties that all site partners provide a valid Certificate of Insurance indicating the following insurance requirements have been met:

General Liability –

Limits of at least:

\$1,000,000 per Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- The Learning Community of Douglas & Sarpy Counties shall be named as Additional Insured on a primary and non-contributory basis including completed operations.
- Site partner agrees to waive its rights of recovery against the Learning Community. Waiver of Subrogation in favor of the Learning Community shall be added to the policy.

Sexual Abuse & Molestation - coverage with a minimum limit of \$500,000 per occurrence must be included.

Professional Liability – coverage with a limit of \$1,000,000 per occurrence must be included.

Automobile Liability –

Limits of at least: \$1,000,000 CSL per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

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Workers Compensation –

Limits: Statutory coverage for the state where the project is located.

Employers Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Site partner agrees to waive its rights of recovery against the Learning Community. Waiver of Subrogation in favor of the Learning Community shall be added to the policy

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Umbrella / Excess –

Limits of at least: \$1,000,000 Per Occurrence

- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability

Evidence of such insurance coverage in effect shall be provided to the Learning Community in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s). The site partner must give at least 30 days prior written notice to the Learning Community of any major change to or cancellation of these coverages.

Failure of the Learning Community to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Learning Community to identify a

deficiency from evidence provided by site partner shall not be construed as a waiver of site partner's obligation to maintain such insurance.

By requiring insurance under the terms of the MOU, the Learning Community does not represent that the coverage and limits required will necessarily be adequate to protect the site partner's interest in the facility or programs. Such coverage and limits shall not be deemed or construed to be any limitation on the site partner's liabilities under any indemnification obligations provided to the Learning Community under this MOU.