

Memorandum of Understanding

Between

HAYWARD PUBLIC LIBRARY
(CITY OF HAYWARD)

&

COMMUNITY CHILD CARE COUNCIL OF ALAMEDA COUNTY
(4Cs)

RECOGNITION

On the 1st day of August, 2020, authorized representatives of City of Hayward Public Library (“Library”) and authorized representatives of Community Child Care Council of Alameda County (“4Cs”) made and entered into this renewal Memorandum of Understanding.

RECITALS

WHEREAS, Library offers a wide range of early childhood development and family educational services for the benefit of Hayward residents, especially families, and is ascertaining a book mobile for outreach purposes into hard to reach neighborhoods; and

WHEREAS, 4Cs offers a comprehensive range of community early childhood educational services for Hayward families and childcare providers and has leveraged funding thru First Five of Alameda County to enhance community collaboration around participation and knowledge of early childhood development; and

WHEREAS, it is the desire of both parties to enter into an agreement whereas it is with intent that 4Cs be able to utilize, with a Library staff member, the book mobile, once a week, for outreach purposes in hard to reach Hayward neighborhoods; and it is the desire of both parties to enter into a partnership whereby Library will provide for the operation and maintenance of the said book mobile, and 4Cs early childhood development outreach services; and

NOW, THEREFORE, Library and 4Cs agree as follows:

AGREEMENT

(1) Scope. It shall be the responsibility of the Library to operate and maintain the book mobile in Hayward, California. Library shall provide all staff persons, insurance, volunteers, and supplies needed to operate the aforementioned book mobile. Library shall provide 4Cs with space to store early childhood development materials and design a weekly schedule where a 4Cs staff member will ride the book mobile with a City staff member, and conduct early childhood development outreach efforts, one day per week, as agreed upon at a later date; and 4Cs will contribute \$45,000 to the purchase of the Library’s book mobile.

(2) Compensation. 4Cs hereby agrees to pay Library \$45,000 towards the purchase of the Library book mobile. The total cost of the book mobile is approximately \$200,000. Payment to the City of Hayward shall be made in one installment of \$45,000; the payment shall be paid within thirty (30) days of the execution of this agreement.

(3) Billings. Library shall submit invoice for payment to 4Cs. Library's bill shall include the following information: a brief description of services performed, the date the services were performed.

(4) Duration. The Memorandum of Understanding shall be effective the 1st day of August, 2020 and shall remain in effect up to and including the 30th day of June, 2023. Either party may cancel agreement by providing the other written notice of such action by regular U.S. Mail. Given the nature of the services rendered, a notice period of thirty (30) days must be provided.

(5) Termination. This agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, Library shall be entitled to compensation for services performed to the effective date of termination.

(6) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Library: Jayanti Addleman
Hayward Public Library
888 C Street
Hayward, CA 94541

To 4Cs: Renee Herzfeld
4Cs of Alameda County
22351 City Center Drive
Hayward, CA 94541

(7) Compliance with Laws. In the performance of this agreement, Library shall abide by and conform to any and all applicable laws of the United States and the State of California, and the City Charter and all ordinances of the City of Hayward.

(8) Accessibility. Book mobile shall be accessible to all persons.

(9) Additional Services. It is acknowledged by 4Cs and Library that additional services outside the scope of this MOU may be desired. For example, it may be desired to expand the scope of services at specific locations for early childhood development special programming; if additional services are desired, 4Cs and Library shall amend this MOU accordingly.

(10) Whole Agreement. This agreement has two (2) pages excluding any exhibits described herein. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

IN WITNESS HEREOF, the parties hereto have entered into this agreement to be executed the days and year herein above first written.

HAYWARD PUBLIC LIBRARY
City of Hayward

4Cs OF ALAMEDA COUNTY
4Cs of Alameda County

Jayanti Addleman
Director of Library Services, City of Hayward

Renee Herzfeld
Executive Director, 4Cs

Date: _____

Date: _____