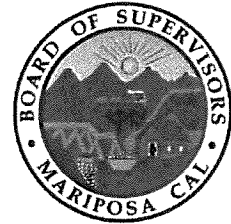




MARIPOSA COUNTY

Planning · 209-966-5151



RESOLUTION - ACTION REQUESTED 2019-68

MEETING: February 5, 2019
TO: The Board of Supervisors
FROM: Sarah Williams, Planning Director
RE: Cal Poly SLO Community Partnership for Merced River Trail

RECOMMENDATION AND JUSTIFICATION:

Approve a Community Partner Agreement with California Polytechnic State University, San Luis Obispo to Conduct Program Activities with Regard to the Merced River Trail Project; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This partnership, through which landscape architecture students and faculty from Cal Poly San Luis Obispo (SLO) will study and make recommendations that will advance planning and design of the Merced River Trail from Bagby to El Portal and into Yosemite National Park, is a significant component of the County's implementation efforts for this transformative project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On November 13, 2018, the Local Transportation Commission (LTC) adopted LTC Resolution No. 2018-28 to direct the Chair to sign a letter of support; adopt a resolution authorizing the Planning Department to submit an application for Caltrans FY 2019-20 Sustainable Communities Transportation Planning grant to complete a master plan for the Merced River Trail; and authorize the Chair to sign the grant agreement if awarded (subject to approval as to form by county counsel).

On April 24, 2018, the Planning Department provided a memorandum to the Board of Supervisors outlining a strategy to advance and ultimately implement this important project.

On June 26, 2018, the Board of Supervisors adopted Resolution No. 2018-358, approving the submittal of an application to the Rivers, Trails, and Conservation Assistance (RTCA) Program to support the Merced River Trail Project and authorizing the Board of Supervisors Chair to sign the grant agreement if awarded (subject to approval as to form by County Counsel). The application was successful.

On October 23, 2018, the Planning Department provided an update to the Board of Supervisors regarding the RTCA opportunity and a partnership established between the Planning Department and the landscape architecture department at Cal Poly-SLO for continued study of the Merced River Trail through a studio course.

Resolution - Action Requested 2019-68

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will mean that the County will not enter into partnership with Cal Poly SLO Landscape Architecture professor Miran Day and her students.

FINANCIAL IMPACT:

None

ATTACHMENTS:

1 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey

EXCUSED: Merlin Jones

Cal Poly – Community Partner Agreement

This agreement entered into this Tues day of February 5 20 19, between the Trustees of the California State University on behalf of California Polytechnic State University, San Luis Obispo, referred to as “CAL POLY” and County of Mariposa, California,
_____ referred to as “COMMUNITY PARTNER.”

I. Statement of Purpose

- A. CAL POLY’S mission and values strongly endorse partnerships with the community that advances the quality of life and the educational, intellectual, artistic, civic, cultural and economic aspirations for all those living or working in our neighboring communities. The mission of the Center for Community Engagement at CAL POLY is to inspire, encourage and support students and faculty in their pursuit of academic excellence through involvement in pedagogies that combine explicit academic learning objectives, preparation and reflection with meaningful service activities in the community. Service learning is a teaching method that incorporates service experiences into academic courses. Students learn through active experiences in the community that are directly related to course content.
- B. CAL POLY and the COMMUNITY PARTNER recognize the opportunity for positive learning experiences and mutual benefit for each and for service-learning students (“Students”).

II. Priorities

A. Program Activities

Activities will be accomplished in accordance with this agreement, and the Student’s course syllabus, reviewed and agreed upon by the Student, CAL POLY, and COMMUNITY PARTNER.

1. The Students(s) will:

- a. Participate in all relevant trainings required by the COMMUNITY PARTNER and/or staff from the Center for Community Engagement at CAL POLY.
- b. Model appropriate, professional behavior when working with clients and when on COMMUNITY PARTNER site(s).
- c. Meet the COMMUNITY PARTNER’S service goals and the learning objectives of the faculty member teaching the service-learning course, identified in the course syllabus for the course in which they are enrolled.
- d. Perform any additional service or academic duties specific to the scope of work as identified in the course syllabus.

B. Safe and Productive Environment.

1. The COMMUNITY PARTNER will:

- a. Give Student(s) a complete tour of the site, and ensure that Student(s) are aware of all emergency procedures and are able to work responsibly in the event of an emergency.
- b. Ensure the Student(s) is aware of COMMUNITY PARTNER’S policy about safe work environment.

- c. Ensure that Student(s) is aware to the unique nature of the population and/or clients of the COMMUNITY PARTNER and has received an orientation and any additional training the COMMUNITY PARTNER deems necessary to work with this population.
 - d. California law may require the COMMUNITY PARTNER to obtain Student(s) fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation for a criminal background check. It is the COMMUNITY PARTNER'S responsibility to (1) determine whether such fingerprinting is required; (2) obtain the Student's fingerprints; (3) obtain criminal background clearance from the appropriate agency and (4) maintain the confidentiality of that information in accordance with State Law.
 - e. COMMUNITY PARTNER may refuse to allow a Student to participate in this program for any reasonable reason at any time.
2. CAL POLY will inform the Student(s) of the responsibility for compliance with COMMUNITY PARTNER'S rules and regulations while on site and when working with COMMUNITY PARTNER'S clients and will use its best efforts to ensure that Student(s) agree to the following:
- a. To abide by the COMMUNITY PARTNER'S rules and regulations while on site and when working with COMMUNITY PARTNER clients.
 - b. Safe, positive and productive interactions with COMMUNITY PARTNER'S clients.
 - c. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 - d. To support the COMMUNITY PARTNER'S program and its objectives.
 - e. Maintain the confidentiality of the COMMUNITY PARTNER'S proprietary information, records and information concerning its clients.
 - f. CAL POLY will advise student that neither CAL POLY nor the COMMUNITY PARTNER assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the Learning Site.

III. **COMMUNITY PARTNER'S Structure and Support of Service-Learning Student(s)**

- 1. **Site Supervision:** A designated Site Supervisor will meet with Student(s) in accordance with their service schedule. All COMMUNITY PARTNER program staff will support Student(s) as they interact with COMMUNITY PARTNER personnel and clients, and the site supervisor will provide guidance and advice as necessary and appropriate.
 - a. The COMMUNITY PARTNER director and a representative from the Center for Community Engagement at CAL POLY shall meet as appropriate in order to facilitate the most beneficial experience for all parties involved, or at the request of any of the parties involved.
 - b. The COMMUNITY PARTNER agrees to provide a list of risks inherent to the Service-Learning environment in the Community Organization Profile.
- 2. **STUDENT Training and Orientation:** Site Supervisor or his/her designee will provide specific training needed by Student(s) prior to Student's working with clients or providing service to the COMMUNITY PARTNER. Necessary

training can be provided through collaboration between the COMMUNITY PARTNER, CAL POLY and faculty member.

3. Work Space: STUDENT(S) will have an appropriate space at the COMMUNITY PARTNER site in which to conduct their assigned work. The COMMUNITY PARTNER will provide access and training for any and all equipment necessary for Student(s) to use in order to fulfill Student's assigned service role.
4. Verification of Service Hours: Site supervisor will verify the service time of Student participation.

IV. Length of Agreement Term and Termination

This agreement will be ten (10) years commencing on the date this agreement is fully executed. Either party may terminate this agreement immediately for cause, or upon thirty (30) days' written notice for any reason.

V. Indemnification

COMMUNITY PARTNER and CAL POLY agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

VI. Insurance – Service Learning

- A. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A:VII.
- B. CAL POLY will provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.
- C. COMMUNITY PARTNER shall provide a Certificate of Insurance to CAL POLY.

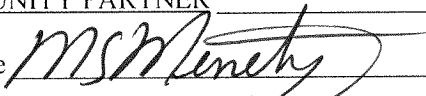
Certificate Holder: California Polytechnic State University
Strategic Business Support Services
1 Grand Avenue
San Luis Obispo, CA 93407

VII. Miscellaneous

- A. Amendments. This agreement may not be amended, changed, modified or altered without the written consent of the parties.
- B. Assignment. This agreement is not assignable by either party either in whole or in part.


- C. Waiver. The waiver by either party of a breach by the other party of any term, covenant or condition hereof will not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition herein.
- D. Relationship of Parties. COMMUNITY PARTNER and the agents, volunteers and employees of COMMUNITY PARTNER in the performance of this agreement shall act in an independent capacity and not as officers, volunteers, employees or agents of CAL POLY. The employees of CAL POLY who participate in the performance of this agreement are not agents of COMMUNITY PARTNER. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University or the COMMUNITY PARTNER.
- E. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this agreement are to any extent declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this agreement will be affected thereby, and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- F. Endorsement. Nothing contained in this agreement shall be construed as conferring on a party hereto any right to use the other party's name as an endorsement of the other party or to advertise, promote or otherwise market a party and/or its product or service without the prior written consent of the other party.
- G. Survival. Upon expiration or earlier termination of this agreement, the terms provisions, representations and warranties contained in this agreement, shall survive.

VIII. Signatures

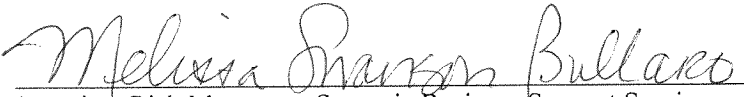
COMMUNITY PARTNER
 Signature 
 Name Miles Menetrey
 Title Board Chair

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL

CAL POLY – Center for Service in Action at Cal Poly
 Signature 
 Name Bradley Kyker, MS
 Title Senior Coordinator

CAL POLY – California State Polytechnic University


 Associate Risk Manager – Strategic Business Support Services