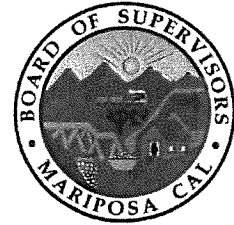




MARIPOSA COUNTY

Human Resources • (209) 742-1379



RESOLUTION - ACTION REQUESTED 2019-557

MEETING: September 24, 2019
TO: The Board of Supervisors
FROM: Kimberly Williams, Human Resources Director
RE: CSAC Institute MOU

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) between the California Counties Foundation, Inc. and Mariposa County to host a series of California State Association of Counties (CSAC) Institute Courses in Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The CSAC Institute for Excellence in County Government (the Institute) is a professional, practical continuing education program geared towards county staff and elected officials with the goal of expanding capacity and capability towards providing extraordinary services. Established in 2008, the Institute operates under the California Counties Foundation, Inc. and offers highly valuable instruction in a variety of topics (see this year's schedule that is attached.) Unfortunately, it is not always feasible for staff to travel to Sacramento or other off-site locations around the state to attend. Additionally, those who can attend often meet with frustration as popular courses fill quickly. Consequently, the attached MOU represents a rare opportunity to bring world-class training to staff here in Mariposa.

If approved, this MOU will solidify a partnership with the Institute and provide the County with two "pop-up" classes in June of 2020, as well as a full rotation as a CSAC Institute campus beginning in 2021. For the pop-up classes, the County is not obligated to provide anything other than the space and minimal staff support. The choice of the classes is entirely at the discretion and direction of the Institute and will be used by them in their marketing to introduce Mariposa as an Institute campus.

As an Institute campus, the County's obligation is to provide a space (the Chambers) and a small amount of staff support to assist primarily with class set-up, as well as to purchase the complete training package for at least 40 people. Staff members who complete ten classes earn a credential from the Institute. HR will be able to choose the courses it desires from among the Institute's offerings which will allow for coordination or enrichment of other employee trainings. It is anticipated that departments will

Resolution - Action Requested 2019-557

register staff for classes and that most, if not all, of the County's financial commitment under the MOU will be met from normally budgeted departmental training funds.

Finally, it should also be noted that CSAC provides lunch to class participants as part of the cost of the program. If this MOU is approved, a second Board item will return to waive provisions of the Facilities Use Policy that prohibit food in the Chambers.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This is the first time consideration of a CSAC Institute campus has come before the Board. However, the County has entered into MOUs with other organizations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not approve the MOU, the County will not be able to participate as a CSAC Institute campus.

FINANCIAL IMPACT:

None

ATTACHMENTS:

2021 CSAC Institute MOU (DOCX)

Example Courses - CSAC Institute 2019 Summer-Fall Course Guide (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey



**Memorandum of Understanding
Between the California Counties Foundation, Inc.,
and Mariposa County
to Host a Series of CSAC Institute Courses in Mariposa, California**

September 24, 2019

The California Counties Foundation, Inc. (Foundation) enters into this Memorandum of Understanding with Mariposa County to offer a series of ten CSAC Institute courses at county-provided facilities in Mariposa from January 2021– October 2021.

CSAC Institute will provide the following:

1. Ten Institute courses chosen by County.
2. On-Line registration.
3. Marketing through semester schedule, website and monthly e-blasts and e-newsletter, *The Flipchart*.
4. Course design and instruction (including faculty fees and travel expenses).
5. All arrangements for instructor, instructor travel and course materials.
6. Printing and shipping course materials, name tents, certificates of completion and sign-in sheets.
7. Arrangement and payment for morning coffee and lunch.
8. Reduced registration for all County participants registered and paid directly by the County through annual or quarterly invoices (2019-20 rate is \$129/person/per class for the satellite campus cohort credential package; or \$149/person for direct on-line registration. Rates subject to change).
9. Three credit hours for each participant towards the CSAC Institute Credential for each class.

The county will provide the following:

1. Minimum guaranteed payment for 40 participants at the discounted Credential per-person rate (2019-20 rate of \$1,290 per person for 10 classes) for the 10 County-selected CSAC Institute courses.
2. Classroom facilities for up to 55 participants in Mariposa.
3. Classroom equipment, including computer, projector, screen, audio connections for computer, flipchart and easel, markers and microphones as needed.
4. County coordination of registration of County participants.
5. Staff support to assist with room and food logistics, and registration.
6. On site staff for registration, welcoming of participants and introducing instructor.
7. Designated staff member to receive course materials and transfer to classroom.

Other considerations in this Agreement:

1. A minimum number of 40 seats in each class will be reserved for Mariposa County.
2. Courses will be open to staff and elected officials from all California counties.
3. Registration fees will be the same as all Institute courses.
4. Host County will scan and e-mail course sign-in sheet to Institute staff within a day of the class.
5. CSAC will invoice as arranged (annually or quarterly), for group course registrations. Invoices are due in 30 days.
6. If for unforeseen circumstances CSAC Institute must cancel the class, and the class cannot be rescheduled, all paid registrations will be refunded and the county will not be obligated for any CSAC Institute expenses.
7. Host County may cancel the class up to 30 days in advance with no penalty. Cancellation within 30 days is subject to a 50% payment of the minimum guarantee (currently \$2,580).

Indemnification:


Each party shall defend, indemnify and hold the other parties, their officials, officers, employees, agents and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, agents, subcontractors, or volunteers.

Insurance:


1. Without limiting any Party's duties of defense and indemnification, each Party shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuous during the term of this agreement Commercial General Liability Insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the other Parties and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage.
2. Each party shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance or participation in a self-insurance program, with an insurance carrier authorized to transact business in the State of California, covering the full liability for compensation to those employed by the Party.
3. Each Party shall provide the other Parties evidence of required insurance protection reflecting the limits of liability provided by the policy of insurance before the effective dates of the agreement.
4. Foundation understands and agrees that County is self-insured with respect to its automobiles and general liability exposures, and its workers' compensation and employment liabilities exposures, and shall remain self-insured throughout the term of this agreement.

Signatures

The undersigned have agreed to the terms and conditions identified above.



 Miles Menetrey
 Board Chair
 Mariposa County



 Manuel Rivas, Jr.
 Chief Executive Officer
 California Counties Foundation, Inc.

9-30-19

 Date

APPROVED AS TO FORM:



 STEVEN W. DAHLEM
 COUNTY COUNSEL

Contact Information

Kim Williams
 Human Resources Director
 Mariposa County
 P.O. Box 1917,
 Mariposa, CA 95338
 209-742-1379
kewilliams@mariposacounty.org

Manuel Rivas, Jr
 Chief Executive Officer
 California Counties Foundation, Inc.
 1100 K Street, Suite 101
 Sacramento, CA 95814
 916-327-7500
mrivas@counties.org