



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

September 7, 2021

The California Counties Foundation, Inc. (Foundation) enters into this Memorandum of Understanding with Fresno County (County) to offer a series of ten CSAC Institute courses at county-provided facilities in Fresno from January 2022 – October 2022.

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 (2021-22 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 (2021-22 rate of \$1,290) for the 10 County-selected CSAC Institute courses.
2. Classroom facilities for up to 55 participants.
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 Fresno 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 45 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 insure its activities in connection with this Agreement and maintain at all times insurance in coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officials, officers, directors, agents, employees or volunteers in the performance of this Agreement.

In the event of concurrent negligence on the part of Parties, including any of its Boards, officials, officers, directors, agents, employees or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

Required Insurance

Without limiting the indemnification of each party as stated herein, it is understood and agreed that the Parties shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities including general liability, automotive liability and workers' compensation. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at the request of either party under this Agreement. Each party shall provide a Waiver of Subrogation under the Worker's Compensation policy in favor of the other party.

INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by the Foundation under this Agreement, it is mutually understood and agreed that the Foundation, including any and all of the Foundation's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which the Foundation shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that the Foundation is performing its obligations in accordance with the terms and conditions thereof.

The Foundation and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, the Foundation shall have absolutely no right to employment rights and benefits available to County employees. Foundation shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Foundation shall be solely responsible and save County harmless from all matters relating to payment of the Foundation's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Foundation may be providing services to others unrelated to the County or to this Agreement.

Signatures

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

Steve Brandau, Chairman
Fresno County Board of Supervisors

Manuel Rivas, Jr.
Manuel Rivas Jr. (Aug 19, 2021 14:58 PDT)

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

Sept. 21, 2021
Date

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

08-20-2021
Date

Bernie Cough, Deputy

Contact Information

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