



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

May 14, 2021

The California Counties Foundation, Inc. (Foundation) enters into this Memorandum of Understanding with Mendocino County and Lake County to offer a series of ten CSAC Institute courses at county-provided facilities in Ukiah from September 2021 – June 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 participants as follows:
 - a. Mendocino County: 25 participants (at 2021-22 rate would be a minimum of \$32,250 @ \$129/person – subject to change).
 - b. Lake County: 15 participants (at 2021-22 rate would be a minimum of \$19,350 @ \$129/person – subject to change).
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 Mendocino and Lake Counties.
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.

Please see page 4 for signature

Carmel J. Angelo
Chief Executive Officer
Clerk of the Board
Mendocino County

Bruno Sabatier
Chair of the Board
Lake County

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

Date

REVIEW AS TO FORM
ANITA L. GRANT
Lake County Counsel


anita grant (Jul 8, 2021 17:54 PDT)

Contact Information

Carmel J. Angelo
Chief Executive Officer
Clerk of the board
Mendocino County
501 Low Gap Road, Rm. 1010
Ukiah, CA 95482
ceo@mendocinocounty.org

Bruno Sabatier
Chair of the Board
Lake County
255 N. Forbes Street
Lakeport, CA 95453
Bruno.Sabatier@lakecountyca.gov

Manuel Rivas, Jr.
Chief Executive Officer
California Counties Foundation, Inc.
1100 K Street, Suite 101
Sacramento, CA 95814
916-650-8135
mrivas@counties.org

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

CONTRACTOR/COMPANY NAME

Darcie Antle

07/02/2021

Please see page 2

DEPARTMENT HEAD

DATE

Date: _____

Budgeted: ☒ Yes ☐ No

NAME AND ADDRESS OF CONTRACTOR:

Budget Unit: EO

California Counties Foundation, Inc.

Line Item: 862189

1100 K Street, Suite 101

Grant: ☐ Yes ☐ No

Sacramento, CA 95814

Grant No.: _____

CARMEL J. ANGELO, Chief Executive Officer

By: Janelle Rau
PURCHASING AGENT

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

Date: 07/02/2021

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

Date: 07/02/2021

By: Matthew Kiedrowski
Deputy

Date: 07/06/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christopher
Deputy CEO

Date: 07/02/2021

Signatory Authority: \$0-25,000 Department; **\$25,001- 50,000 Purchasing Agent**; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

FY 21-22 CSAC Institue Courses-1


Final Audit Report


2021-07-09


Created:	2021-07-08
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"FY 21-22 CSAC Institue Courses-1" History

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