

AGREEMENT NUMBER 27415
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Department of Rehabilitation
 CONTRACTOR'S NAME
Chabot-Las Positas Community College District
2. The term of this Agreement is: **July 1, 2009 -Through- June 30, 2010**
3. The maximum amount of this Agreement is: **\$ 6,289.00**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this Reference made a part of the Agreement:

- | | | | |
|---|---------|---------|----------|
| Exhibit A - Scope of Work | 1 | Page(s) | |
| Exhibit B - Budget Detail and Payment Provision | 2 | Page(s) | |
| * Exhibit C - General Terms and Conditions | GTC 307 | | 03/28/07 |
| Exhibit D - Special Terms and Conditions | 1 | Page(s) | |

* Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/standard+language.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Chabot-Las Positas Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lorenzo Legaspi, Vice Chancellor, Business Services		
ADDRESS 5020 Franklin Avenue, Pleasanton, CA 94588		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Carol Hyland, District Administrator		
ADDRESS 1485 Enea Court, Ste. 1100, Concord, CA 94520		
		<input type="checkbox"/> Exempt Per _____

EXHIBIT A

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

SCOPE OF WORK

I. Introduction

Department of Rehabilitation (DOR) will financially participate in the operating costs of those One-Stop Centers in which DOR staff is co-located. In accordance with the Memorandum of Understanding (MOU) #035, Terms and Conditions, the agreed allocation and payment of the operating costs of the one-stop centers that is attributable to DOR are outlined in Exhibit B.

II. Services To Be Provided

DOR agrees to provide vocational rehabilitation services in accordance with the MOU #035 to individuals whom DOR determines to be eligible for such services, and for whom such services are necessary and appropriate, consistent with federal and state law.

III. Location

One Stop Center – Tri-Valley One Stop Career Center, 5020 Franklin Avenue, Pleasanton, CA 94588

IV. Contract Administrator

Department of Rehabilitation
Theresa Woo
1515 Clay Street, Suite 119
Oakland, CA 94612
(510) 622-2791
twoo@dor.ca.gov

Chabot-Las Positas Community College Dist.
Lorenzo Legaspi, Vice Chancellor, Bus. Svcs.
5020 Franklin Avenue
Pleasanton, CA 94588
(925) 485-5266, (925) 485-5273-Fax
jalves@clpced.org

EXHIBIT B
CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT

BUDGET DETAIL AND PAYMENT PROVISIONS

DOR's Shared Cost

1. Office Space – Conference room used as office space when meeting with consumers.

- Annual Amount: \$3,559.68

Total Amount for

- **Term of Agreement** **\$3,559.68**

- Allocation Method: 180 sq. ft. @ \$2.06 x 80% use = \$296.64 per month.

2. Common Space – Reception area to receive consumers, use of computer room for consumer job search, and shared hallways and restrooms.

- Annual Amount: \$2,729.04

Total Amount for

- **Term of Agreement** **\$2,729.04**

- Allocation Method: 2208 sq. ft. @ \$2.06 x 5% use = \$227.42 per month.

3. Invoicing and Payment. Upon receipt and approval of the invoices by the Contractor Administrator, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein. The invoice must be submitted on contractor's letterhead signed by authorized representative, and include

- 4.

- ❖ Agreement number
- ❖ Time period covered
- ❖ The applicable rate and total dollar amount

Submit invoices to: Department of Rehabilitation
Theresa Woo
1515 Clay Street, Suite 119
Oakland, CA 94612
(510) 622-2791

Payment shall be in arrears contingent upon receipt of a (monthly/quarterly) invoice received and approved by the designated representative(s).

- A. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.
- B. Budget Contingency Clause. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

It is mutually agreed that if sufficient funds are not made available to the State by the United States Government for the current year and/or any subsequent years covered under this Agreement, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provision of this Agreement. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount. Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

There are no oral understandings or agreements that are not incorporated in this contract.

Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

I. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

II. Settlement of Disputes

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the contractor and State shall be brought to the attention of a designated representative of each party for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s) at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court competent jurisdiction in the State of California.

The State and the contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this contract which are not affected by the dispute.

III. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bone fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.