

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CHABOT- LAS POSITAS COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 4th day of February, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Chabot – Las Positas Community College District, on behalf of **Chabot College** (hereinafter “CLPCCD”), which is hosting the **Bay Area Deputy Sector Navigator for Business and Entrepreneurship**, which is hosting the. RSCCD and CLPCCD may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Key Talent Administration and Sector Strategy” grant, Prime Award #18-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as Doing What Matters initiatives and Key Talent positions; and,

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, CLPCCD has agreed to host and supervise the **Bay Area Deputy Sector Navigator for Business and Entrepreneurship**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

CLPCCD agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. CLPCCD agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2019, through December 31, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4% allowable for CLPCCD indirect costs.

4. Budget

CLPCCD agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the CLPCCD and approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a one-to-one matching requirement for these funds. CLPCCD must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of each project year, CLPCCD shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment to the CLPCCD shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

CLPCCD must submit invoices for payment to RS@cccoco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (*exhibit D*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the CLPCCD).

7. Reporting

Through this Agreement CLPCCD agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the CLPCCD.

8. Deputy Sector Navigator Selection and Hiring

The selection of the Deputy Sector Navigators (DSN) and host colleges were conducted independently. If a selected host college is different from the college identified in a selected DSN's application, the selected host college is expected to host the selected DSN. This is not to say that the host college is to forgo its processes and procedures. In the event that the host college does not agree to host the selected DSN, it must provide a written statement that explains the rationale for that decision, which will be reviewed by RSCCD and the PRIME SPONSOR to inform their efforts to resolve the situation.

The host college will determine the process for hiring the selected DSN and will inform RSCCD and the PRIME SPONSOR about this process. RSCCD and the PRIME SPONSOR will review the process and hiring terms to ensure compliance with the expectations for the host college and DSN roles.

9. Performance

Selected DSNs and hosts are eligible for renewal for up to four years after the original award year, 2018-2019. Renewal is not automatic but will be based on performance of the Roles and Responsibilities (*see Exhibit B*). Standard performance indicators include, but are not limited to, appropriate and timely use of funds, completion of workplan activities, submission of reports in a timely manner as required by the PRIME SPONSOR, participation in required Key Talent meetings and events (e.g., Sector Navigator calls, “All-Hands” meetings, etc.), and progress toward achievement of outcomes and metrics pertinent to the workplan. The PRIME SPONSOR may consider other performance indicators to assess renewal eligibility. The PRIME SPONSOR is responsible for informing RSCCD, DSNs and host colleges of performance expectations at the beginning of the project and as changes in performance requirements occur.

10. Expenditure of Grant Funds

CLPCCD agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

11. Independent Contractor

CLPCCD agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of CLPCCD pursuant to this Agreement. CLPCCD shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, CLPCCD shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority’s approval that relate to this Agreement.

13. Record Keeping

CLPCCD agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

CLPCCD agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CLPCCD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CLPCCD agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this

Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of CLPCCD expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide CLPCCD with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to CLPCCD. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from CLPCCD a written request to appeal said decision. Pending final decision of the appeal, CLPCCD shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement

shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Sarah Santoyo
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Kristin Lima
Title: Dean, Applied Technology and Business , Chabot College
Address: 25555 Hesperian Blvd
Hayward, CA 94545
Phone: (510)723-6652
Email: klima@chabotcollege.edu

Supervisor of Record for the DSN (if different from Primary Contact):
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. CLPCCD acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. CLPCCD agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and CLPCCD with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: CHABOT-
LAS POSITAS COMMUNITY
COLLEGE DISTRICT

By: _____

Name: Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Board Approval Date: February 4, 2019

By: _____

Name: Ron Gerhard

Title: Interim Chancellor

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit D: Invoice Form and Instructions