

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
TRI-VALLEY ONE-STOP CAREER CENTER**

This Memorandum of Understanding ("MOU") is entered on this 30th day of June, 2010, between the Chabot-Las Positas Community College District ("District") and the Tri-Valley One Stop Career Center ("Tri-Valley"), collectively referred to as the Parties.

WHEREAS, on or about July 1, 2009 the District and the County of Alameda Workforce Investment Board ("WIB") entered into Master Contract No. 900035 to provide One-Stop Career Center services under the Workforce Investment Act Grant Program;

WHEREAS, the core services provided by the One-Stop Career Centers are job development, marketing, and educational outreach to employers and businesses to create and maintain a flow of job openings and information that will be made available to all customers;

WHEREAS, under the terms of the agreement with the County of Alameda WIB, the District was identified as one of the Mandated Partners to assist in the One-Stop Career Center services and to act as the fiscal agent as well as provide information on college programs, financial aid, and customer services assistance;

WHEREAS, Tri-Valley is part of the Southeastern County One-Stop Career Center collaboration which consists of three One-Stop Center locations, including Fremont, Newark, and Pleasanton;

WHEREAS, the District is the owner of a certain office building located at 5020 Franklin Drive, Pleasanton, California, to be used as the District's administrative offices;

WHEREAS, Tri-Valley is currently leasing space at 5020 Franklin Drive, Pleasanton, California, which lease currently expires on June 30, 2010; and

WHEREAS, Tri-Valley would like to continue to locate its offices at the District's administrative office building at 5020 Franklin Drive, Pleasanton, California.

NOW THEREFORE, in consideration of the foregoing and of the mutual understandings set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **IDENTIFICATION OF SPACE.** Under this MOU, Tri-Valley will be provided approximately 2,700 square feet of office space at 5020 Franklin Avenue, Pleasanton, California. A floor plan is attached to this MOU as Exhibit A.

2. **TERM.** Tri-Valley shall continue to occupy the space from July 1, 2010 to June 30, 2011.

Any successive term is subject to Tri-Valley receiving funding for the next successive fiscal year. In the event that Tri-Valley fails to receive funding by the end of April for the next fiscal year, this MOU shall be reviewed by the Parties and the District may terminate the MOU at its sole discretion. The Parties may agree to amend this MOU to include additional terms on mutually agreeable terms and conditions.

3. **RATE.** Tri-Valley shall pay the District the rate of \$2.02 per square foot per month for the space identified in paragraph 1. The rate includes the following: (a) utilities; (b) janitorial; (c) general maintenance, and (d) grounds.

5. **CHANGES AND RENOVATIONS TO SPACE.** Tri-Valley may make, subject to District approval, renovations to the space as needed to accomplish its mission in providing the One-Stop Career services. Any changes or renovations shall be made at Tri-Valley's sole cost. Furthermore, at the termination or expiration of this MOU, Tri-Valley agrees to restore the space identified in paragraph 1 back to its original state.

6. **INSURANCE.** Tri-Valley shall take out and maintain insurance for not less than those limits shown below:

- a) Worker's Compensation: in accordance with Section 1860 of the Labor Code of California, Tri-Valley shall secure the payment of Worker's Compensation to his employees in accordance with Section 3700 of the Labor Code of California.

b) Public Liability, Body and Personal Injury, Property Damage:

Occurrence Limit: \$1,000,000
Aggregate Limit: \$2,000,000

The insurance shall be issued by a company licensed to transact business in the State of California and shall name the District as an Additional Insured and shall protect the District against claims arising under the operations of this MOU. The insurance policy shall be maintained throughout the life of this MOU. Proof of insurance shall be provided to the District prior to occupancy.

7. **HOLD HARMLESS AND INDEMNIFICATION.** The District, its officers, agents, and employees shall not be deemed to assume any liability for the negligence of Tri-Valley or any of its officers, agents, or employees and Tri-Valley shall hold the District harmless from and it shall defend and indemnify the District and its officers, agents, and employees against any claim for damages resulting from a negligent act or omission of Tri-Valley or any of its officers, agents, or employees arising from the use of the premises or under the terms of this MOU.

8. **BOARD OF TRUSTEE APPROVAL.** This MOU is subject to the express approval of the District's Board of Trustees.

**CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT**

**TRI-VALLEY ONE STOP
CAREER CENTER**

Lorenzo Legaspi
Vice Chancellor
Business Services

John Alves
Director

Date

Date

EXHIBIT A

