

AGREEMENT

between

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

and the

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2014, by and between Chabot-Las Positas Community College District, (**CLPCCD**) having its principal place of business located at 7600 Dublin Blvd., Dublin, CA 94568, and the South Bay Workforce Investment Board, Inc. (**SBWIB, Inc.**), a nonprofit public benefit corporation having its principal place of business located at 11539 Hawthorne Blvd., Hawthorne, CA 90250.

WHEREAS, CLPCCD has been authorized as a Region IX OSHA Training Institute Education Center (OTIEC) under contract to the Department of Labor Office of Training and Education (OTE), to provide high quality, standards-based OSHA Certified Training courses and other safety training; and

WHEREAS, toward that end, **CLPCCD** conducts its activities in cooperation with colleges and other entities throughout Region IX, and

WHEREAS, SBWIB, Inc. is the official Licensor of the "Blueprint II: Skills for Workplace Success" ("Blueprint II") program which serves as the major element in the job training of eligible participants; and

WHEREAS, SBWIB, Inc. represents that it is ready, willing and able to direct its Licensees to **CLPCCD** in order for said parties to enter into a purchase agreement/invoice with Licensee to provide the necessary Blueprint II training to said participants; and

WHEREAS, CLPCCD is prepared to enter into said purchase agreements with Licensees;

NOW THEREFORE, it is hereby understood between the parties:

I. SCOPE OF SERVICES

SBWIB, Inc. agrees to direct its Licensees to **CLPCCD** for the purpose of entering into purchase agreements to provide Blueprint II training.

CLPCCD agrees to work collaboratively with Blueprint II Licensees and **SBWIB, Inc.** to provide a cost effective program for participants of Licensees programs to obtain the necessary training. **CLPCCD** further agrees to substantially follow the Purchase

Agreement/Invoice Process as set forth in Attachment A, which is attached hereto and incorporated herein by this reference. Said process may be modified as necessary from time to time by mutual written agreement of the parties.

II. COMPENSATION AND REIMBURSEMENT

As compensation for said referrals by **SBWIB, Inc.**, **CLPCCD** agrees to remit to **SBWIB, Inc.** a sum equal to 90% of the invoiced amount which shall be calculated on the sales amount before taxes that **CLPCCD** charges Licensees with whom it contracts. Remittance shall be made within 30 days of receipt from Licensee. **CLPCCD** further agrees to provide an accounting of said fees to **SBWIB, Inc.** on a quarterly basis unless the parties mutually agree in writing to a different schedule. **CLPCCD** further agrees to report and pay any and all sales taxes to the State Board of Equalization.

III. TERM

This AGREEMENT shall be deemed to be effective as of the date the contract is entered into and shall remain in effect and renew annually unless otherwise terminated by either party in the manner set forth herein.

IV. TERMINATION

Termination may be at will by either party with 30 days written notice. Should the contract be terminated, both parties agree to fulfill their obligations arising prior to the termination of the contract. This includes, but is not limited to, the obligation to allow any enrolled student to complete courses scheduled. Termination may also result from any of the following conditions:

- A. SBWIB, Inc.** breaches of any of the provisions of this AGREEMENT and fails to cure such breach within ten (10) days of receipt and notice of such breach.
- B. CLPCCD** breaches any of the provisions of this AGREEMENT and fails to cure such breach within ten (10) days of receipt and notice of such breach.

V. INDEMNIFICATION AND INSURANCE

SBWIB, Inc. shall defend, indemnify and hold **CLPCCD** harmless from and against any and all liability, loss expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of **SBWIB, Inc.** its officers, employees or agents.

CLPCCD shall defend, indemnify and hold **SBWIB, Inc.** harmless from and against any and all liability, loss expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of the **CLPCCD**, its officers, employees or agents.

Both parties agree to carry and keep in full force and effect a policy of insurance (either self-insurance or with an insurance company licenses to do business in the State of California) against the peril of bodily injury, personal injury and property damage during the term of the agreement with a limit of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate.

VI. APPROVAL AND REPRESENTATIVES

Any changes to this agreement after this date will be considered amendments to the original agreement and must be agreed upon by both parties in writing.

VII. GENERAL PROVISIONS

A. Notices – All notices required to be given to **CLPCCD** or **SBWIB, Inc.** shall be given in writing either by personal delivery, first class postage prepaid, or by certified mail, return receipt requested, or by facsimile transmission, at the following addresses or at such other address as may be designated in writing by either party.

All notices to **CLPCCD** will be sent to:

Julia A. Dozier
District Executive Director of Economic Development & Contract Education
Chabot-Las Positas Community College District
7600 Dublin Blvd., Suite 102
Dublin, CA 94568
Phone: (925) 249-9370
Fax: (925) 249-9367
E-mail: jdozier@CLPCCD.org

All notices to **SBWIB, Inc.** will be sent to:

Jan Vogel, Chief Executive Officer
South Bay Workforce Investment Board, Inc.
11539 Hawthorne Blvd.,
Hawthorne, CA 90250
Phone: (310) 970-7700

B. Modification – No provision of this AGREEMENT may be changed, modified or waived in whole or in part except by an instrument duly signed by **CLPCCD** and **SBWIB, Inc.**

C. Severability – In the event that any portion of this AGREEMENT is determined to be invalid or illegal, such invalidity or illegality shall be severed and not impair the operation or effect of any remaining portions of this AGREEMENT.

D. Entire AGREEMENT – This AGREEMENT constitutes the entire understanding between **CLPCCD** and **SBWIB, Inc.** with respect to the subject matter hereof and shall supersede all prior written or oral agreements, if any, between **CLPCCD** and **SBWIB, Inc.** with respect to the subject matter herein.

E. Relationship – Nothing contained herein shall constitute a partnership or joint venture between **CLPCCD** and **SBWIB, Inc.**, nor shall the relationship of a principal and agent be deemed to exist between the two parties.

F. Copyrighted Materials—

"Blueprint II: Skills for Workplace Success" Copyright © **SBWIB, Inc. 2013 All Rights Reserved**

No part of the Blueprint II Program may be reproduced without the express written consent of the SBWIB, Inc.

Blueprint II contains copyrighted materials, and accordingly, **CLPCCD** agrees to provide reasonable protections against unauthorized or improper use or duplication of Blueprint II and, **CLPCCD** agrees not to duplicate or cause to be duplicated in whole or in part Blueprint II, either in its present form or in any other form whatsoever, including but not limited to videotape, motion picture or writing. **CLPCCD** shall not assign any rights or obligations under this Agreement nor enter into any sub-agreement for the performance of services specified herein without securing the prior consent of **SBWIB, Inc.** Any sale of such right must be negotiated through and approved by **SBWIB, Inc.**

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto to have herein below executed this AGREEMENT on this _____ day of _____, 2014.

FOR:

Chabot-Las Positas Community College District

Lorenzo S. Legaspi
Vice Chancellor, Business Services

Julia A. Dozier
District Executive Director of Economic
Development & Contract Education

FOR:

South Bay Workforce Investment Board, Inc.

Jan Vogel, Chief Executive Officer