

**GRANT SUB AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AND
THE SAN FRANCISCO COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of November, 2016, between Chabot-Las Positas Community College District – Chabot College (hereinafter "CLPCCD") and the San Francisco Community College District (hereinafter "SUBRECIPIENT") on behalf of Chabot College. CLPCCD and SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, CLPCCD was selected to serve as the Fiscal Agent for the "Industry-Driven Regional Collaborative (IDRC)" Prime Award #15-198-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to enhance alternative fuel vehicles (AFV) curriculum through employer input and engagement, addressing both the technical skills and the 21st Century skills needed by students to be successful as automotive technicians. Eleven colleges statewide will collectively address the common problem of integrating automotive technician hard skills, soft skills, and work-based learning opportunities with industry partners.

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

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of 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

SUBRECIPIENT agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBRECIPIENT 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 November 15, 2016 through February 28, 2018.

3. Total Cost

The total cost to CLPCCD for performance of this Agreement shall not exceed \$13,250.00.

4. Budget

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

Adding or deleting budget categories are subject to the prior approval of the Project Monitor and the SUBRECIPIENT agrees to notify CLPCCD when adding or deleting budget categories. CLPCCD will seek prior approval for these additions and/or deletions and approval must be granted before the SUBRECIPIENT makes any additions and/or deletions. Once the requested change is approved, the affected quarterly budget will be updated electronically.

5. Payment

Payments will be made quarterly upon receipt of the executed Agreement and a quarterly invoice for payment, accompanied by quarterly reports indicating that the required work has been completed. Total payments to the SUBRECIPIENT will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Quarterly invoices are to be submitted for payment for the quarterly costs accompanied by quarterly reports describing the required work that has been completed. Payment will be contingent upon receipt and review of required reports, data and information stipulated by the PRIME SPONSOR. Invoices must include the Agreement number, and should be submitted to the following address:

Chabot-Las Positas Community College District
Chabot College
ATTN: Dr. Kristin Lima
Dean, Applied Technology/Business
25555 Hesperian Boulevard
Hayward, CA 94545

7. Reporting

Through this Agreement, SUBRECIPIENT agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBRECIPIENT will provide this information to CLPCCD quarterly, within 15 days of each quarter's end. Final reporting is to be completed by February 1, 2018.

Reporting Dates Year 1 – reports due within 15 days of each quarter's end

2nd Quarter – January 31, 2017

3rd Quarter – April 30, 2017

4th Quarter – July 31, 2017

Reporting Dates Year 2 - reports due within 15 days of each quarter's end

1st Quarter – October 31, 2017

2nd Quarter – January 31, 2018

Final Expenditure, Match, and Final Narrative Report –February 1, 2018

8. Expenditure of Grant Funds

SUBRECIPIENT agrees to comply with all Grant requirements as noted in the Reference Materials in Article II of this agreement and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or CLPCCD.

10. Time Extensions

SUBRECIPIENT must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Subrecipient

SUBRECIPIENT 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 CLPCCD, nor shall its employees be entitled to any personnel benefits of CLPCCD whatsoever.

12. Subrecipient Assignment

Unless specifically noted in the Scope of Work (Exhibit A), none of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBRECIPIENT shall submit to CLPCCD 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

SUBRECIPIENT 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

SUBRECIPIENT agrees that CLPCCD, 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. SUBRECIPIENT 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, SUBRECIPIENT agrees to include a similar right of CLPCCD, 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 CLPCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBRECIPIENT expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the CLPCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CLPCCD shall provide SUBRECIPIENT 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 CLPCCD 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 SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CLPCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of CLPCCD 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:

CLPCCD: Primary Contact:
Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:
Chabot-Las Positas Community College District
Lorenzo Legaspi, Vice Chancellor, Business Services
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

SUBRECIPIENT:

Primary Contact:

Theresa Rowland, Associate Vice Chancellor, Instruction
Workforce & Economic Development
City College of San Francisco
50 Phelan Avenue, Cloud 308, San Francisco, CA 94112
Phone: 415-239-3301

Fiscal Representative:

Ronald Gerhard, Vice Chancellor of Finance and Administration
City College of San Francisco
District Business Office
33 Gough Street
San Francisco, CA 94103

2. 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. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

3. 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 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, CLPCCD may modify this Agreement through an amendment, as needed. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

Click here to access the following reference materials

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II
Guidelines, Definitions and Allowable Expenditures
Common Metrics and Accountability Measures (Appendix D)

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

2. Assurances

Subrecipient Agreement between CLPCCD and San Francisco Community College District

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 CLPCCD and SUBRECIPIENT 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.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

Ronald Gerhard
Vice Chancellor of Finance and Administration
City College of San Francisco

Date

Exhibit A. Scope of Work

1. Joseph Gumina, Instructor, City College of San Francisco and Nick Rothman, Instructor, City College of San Francisco, agree to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. They will attend the six Quarterly Advisory Committee Meetings in Northern California and participate in the following activities:
 - a. Review CCSF's Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - b. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students' hard skills
 - c. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - d. Participate in the review of 21st Century skills curriculum and Automotive Internship Program's Best Practices
 - e. Embed the recommended 21st Century skill' course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - f. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
 - g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify where needed
 - h. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - i. Review the interns' performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - j. Conduct second pilot, if possible
 - k. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - l. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. Period of Performance:

The period of performance for this Agreement shall be from November 15, 2016 through February 28, 2018.

3. Total Cost:

Total Cost of this Agreement shall not exceed \$13,250.00

 - a. Participation in the 6 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each meeting: 12 hours x 6 meetings x \$60 an hour = \$4,320.00, plus benefits @35% = \$5,832.00.
 - b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If second pilot course is agreed to and conducted, this funding will be increased.

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

This grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of November, 2016, between Chabot-Las Positas Community College District – Chabot College (hereinafter "CLPCCD") and the Cerritos Community College District – Cerritos College (hereinafter "SUBRECIPIENT") on behalf of Chabot College. CLPCCD and SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, CLPCCD was selected to serve as the Fiscal Agent for the "Industry-Driven Regional Collaborative (IDRC)" Prime Award #15-198-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to enhance alternative fuel vehicles (AFV) curriculum through employer input and engagement, addressing both the technical skills and the 21st Century skills needed by students to be successful as automotive technicians. Eleven colleges statewide will collectively address the common problem of integrating automotive technician hard skills, soft skills, and work-based learning opportunities with industry partners.

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

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

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1. **Statement of Work**

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a similar right of CLPCCD, 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.

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

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CLPCCD: Primary Contact:

Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:

Chabot-Las Positas Community College District
Lorenzo Legaspi, Vice Chancellor, Business Services
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

SUBRECIPIENT:

Primary Contact:

Rick Miranda, Vice President of Academic Affairs
Cerritos College
11110 Alondra Blvd., Norwalk, CA 90650
Phone: 562-860-2451

Fiscal Representative:

Steve Richardson, Executive Director
Cerritos College Foundation
11110 Alondra Blvd., Norwalk, CA 90650
Phone: 562-467-5053

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. SUBRECIPIENT 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 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, CLPCCD may modify this Agreement through an amendment, as needed. SUBRECIPIENT

Subrecipient Agreement between CLPCCD and Cerritos Community College District agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

[Click here to access the following reference materials](#)

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II

Guidelines, Definitions and Allowable Expenditures

Common Metrics and Accountability Measures

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

2. Assurances

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This Agreement represents the entire understanding between CLPCCD and SUBRECIPIENT 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.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

CERRITOS COMMUNITY COLLEGE DISTRICT

Steve Richardson
Executive Director
Cerritos College Foundation

Date

Exhibit A. Scope of Work

1. Kevin Taylor, Instructor, Cerritos College, agrees to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. He will attend the six Quarterly Advisory Committee Meetings in Southern California and participate in the following activities:

- a. Review Cerritos College's Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
- b. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students' hard skills
- c. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
- d. Participate in the review of 21st Century skills curriculum and Automotive Internship Program's Best Practices
- e. Embed the recommended 21st Century skill' course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
- f. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
- g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify where needed
- h. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
- i. Review the interns' performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
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- b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is agreed upon and conducted, this funding will be increased.

**GRANT SUB AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AND
THE PERALTA COMMUNITY COLLEGE DISTRICT**

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WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

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Adding or deleting budget categories are subject to the prior approval of the Project Monitor and the SUBRECIPIENT agrees to notify CLPCCD when adding or deleting budget categories. CLPCCD will seek prior approval for these additions and/or deletions and approval must be granted before the SUBRECIPIENT makes any additions and/or deletions. Once the requested change is approved, the affected quarterly budget will be updated electronically.

5. Payment

Payments will be made quarterly upon receipt of the executed Agreement and a quarterly invoice for payment, accompanied by quarterly reports indicating that the required work has been completed. Total payments to the SUBRECIPIENT will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Quarterly invoices are to be submitted for payment for the quarterly costs accompanied by quarterly reports describing the required work that has been completed. Payment will be contingent upon receipt and review of required reports, data and information stipulated by the PRIME SPONSOR. Invoices must include the Agreement number, and should be submitted to the following address:

Chabot-Las Positas Community College District
Chabot College
ATTN: Dr. Kristin Lima
Dean, Applied Technology/Business
25555 Hesperian Boulevard
Hayward, CA 94545

7. Reporting

Through this Agreement, SUBRECIPIENT agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBRECIPIENT will provide this information to CLPCCD quarterly, within 15 days of each quarter's end. Final reporting is to be completed by February 1, 2018.

Reporting Dates Year 1 – reports due within 15 days of each quarter's end

2nd Quarter – January 31, 2017

3rd Quarter – April 30, 2017

4th Quarter – July 31, 2017

Reporting Dates Year 2 - reports due within 15 days of each quarter's end

1st Quarter – October 31, 2017

2nd Quarter – January 31, 2018

Final Expenditure, Match, and Final Narrative Report –February 1, 2018

8. Expenditure of Grant Funds

SUBRECIPIENT agrees to comply with all Grant requirements as noted in the Reference Materials in Article II of this agreement and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or CLPCCD.

10. Time Extensions

SUBRECIPIENT must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Subrecipient

SUBRECIPIENT 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 CLPCCD, nor shall its employees be entitled to any personnel benefits of CLPCCD whatsoever.

12. Subrecipient Assignment

Unless specifically noted in the Scope of Work (Exhibit A), none of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBRECIPIENT shall submit to CLPCCD 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

SUBRECIPIENT 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

SUBRECIPIENT agrees that CLPCCD, 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. SUBRECIPIENT 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, SUBRECIPIENT agrees to include a similar right of CLPCCD, 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 CLPCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBRECIPIENT expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the CLPCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CLPCCD shall provide SUBRECIPIENT 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 CLPCCD 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 SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CLPCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of CLPCCD 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:

CLPCCD: Primary Contact:
Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:
Chabot-Las Positas Community College District
Lorenzo Legaspi, Vice Chancellor, Business Services
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94545

SUBRECIPIENT:

Primary Contact:

Lilia Celhay, Interim Dean of Workforce Development
College of Alameda
Peralta Community College District
555 Ralph Apezato Memorial Parkway, Alameda, CA 94501
Phone: 510-748-2318

Fiscal Representative:

Mary Beth Benvenuti, Director of Business and Administrative Services
Peralta Community College District
555 Ralph Apezato Memorial Parkway
Alameda, CA 94501
Phone: 510-748-2211
Email: mbbenvenuti@peralta.edu

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. SUBRECIPIENT 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 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, CLPCCD may modify this Agreement through an amendment, as needed.

SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

[Click here to access the following reference materials](#)

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II
Guidelines, Definitions and Allowable Expenditures
Common Metrics and Accountability Measures

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

2. Assurances

Subrecipient Agreement between CLPCCD and Peralta Community College District

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 CLPCCD and SUBRECIPIENT 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.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

PERALTA COMMUNITY COLLEGE DISTRICT

Mary Beth Benvenuti
Director of Business and Administrative Services
Peralta Community College District

Date

Exhibit A. Scope of Work

1. Rick Greenspan, Instructor and John Taylor, Instructor, City College of Alameda, agree to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. They will attend the six Quarterly Advisory Committee Meetings in Northern California and participate in the following activities:
 - a. Review COA's Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - b. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students' hard skills
 - c. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - d. Participate in the review of 21st Century skills curriculum and Automotive Internship Program's Best Practices
 - e. Embed the recommended 21st Century skill' course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - f. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
 - g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify curriculum where needed
 - h. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - i. Review the interns' performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - j. Conduct second pilot, if possible
 - k. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - l. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. Period of Performance:

The period of performance for this Agreement shall be from November 15, 2016 through February 28, 2018.

3. Total Cost:

Total Cost of this Agreement shall not exceed \$13,250.00

- a. Participation in the 6 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each meeting: 12 hours x 6 meetings x \$60 an hour = \$4,320.00, plus benefits @35% = \$5,832.00.
- b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is agreed upon and conducted, this funding will be increased.

**GRANT SUB AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AND
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of November, 2016, between Chabot-Las Positas Community College District – Chabot College (hereinafter "CLPCCD") and the North Orange County Community College District – Cypress College (hereinafter "SUBRECIPIENT") on behalf of Chabot College. CLPCCD and SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, CLPCCD was selected to serve as the Fiscal Agent for the "Industry-Driven Regional Collaborative (IDRC)" Prime Award #15-198-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to enhance alternative fuel vehicles (AFV) curriculum through employer input and engagement, addressing both the technical skills and the 21st Century skills needed by students to be successful as automotive technicians. Eleven colleges statewide will collectively address the common problem of integrating automotive technician hard skills, soft skills, and work-based learning opportunities with industry partners.

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

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of 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

SUBRECIPIENT agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBRECIPIENT 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 November 15, 2016 through February 28, 2018.

3. Total Cost

The total cost to CLPCCD for performance of this Agreement shall not exceed \$13,250.00.

4. Budget

SUBRECIPIENT agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBRECIPIENT and approved by the PRIME SPONSOR and/or CLPCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior

approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

Adding or deleting budget categories are subject to the prior approval of the Project Monitor and the SUBRECIPIENT agrees to notify CLPCCD when adding or deleting budget categories. CLPCCD will seek prior approval for these additions and/or deletions and approval must be granted before the SUBRECIPIENT makes any additions and/or deletions. Once the requested change is approved, the affected quarterly budget will be updated electronically.

5. Payment

Payments will be made quarterly upon receipt of the executed Agreement and a quarterly invoice for payment, accompanied by quarterly reports indicating that the required work has been completed. Total payments to the SUBRECIPIENT will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Quarterly invoices are to be submitted for payment for the quarterly costs accompanied by quarterly reports describing the required work that has been completed. Payment will be contingent upon receipt and review of required reports, data and information stipulated by the PRIME SPONSOR. Invoices must include the Agreement number, and should be submitted to the following address:

Chabot-Las Positas Community College District
Chabot College
ATTN: Dr. Kristin Lima
Dean, Applied Technology/Business
25555 Hesperian Boulevard
Hayward, CA 94545

7. Reporting

Through this Agreement, SUBRECIPIENT agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBRECIPIENT will provide this information to CLPCCD quarterly, within 15 days of each quarter's end. Final reporting is to be completed by February 1, 2018.

Reporting Dates Year 1 – reports due within 15 days of each quarter's end

2nd Quarter – January 31, 2017

3rd Quarter – April 30, 2017

4th Quarter – July 31, 2017

Reporting Dates Year 2 - reports due within 15 days of each quarter's end

1st Quarter – October 31, 2017

2nd Quarter – January 31, 2018

Final Expenditure, Match, and Final Narrative Report –February 1, 2018

8. Expenditure of Grant Funds

SUBRECIPIENT agrees to comply with all Grant requirements as noted in the Reference Materials in Article II of this agreement and that it is solely responsible for the appropriate

expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or CLPCCD.

10. Time Extensions

SUBRECIPIENT must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Subrecipient

SUBRECIPIENT 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 CLPCCD, nor shall its employees be entitled to any personnel benefits of CLPCCD whatsoever.

12. Subrecipient Assignment

Unless specifically noted in the Scope of Work (Exhibit A), none of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBRECIPIENT shall submit to CLPCCD copies of all subcontracts 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

SUBRECIPIENT 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

SUBRECIPIENT agrees that CLPCCD, 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. SUBRECIPIENT 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, SUBRECIPIENT agrees to include a similar right of CLPCCD, 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 CLPCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBRECIPIENT expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the CLPCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CLPCCD shall provide SUBRECIPIENT 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 CLPCCD 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 SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CLPCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of CLPCCD 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:

CLPCCD: Primary Contact:
Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:

Chabot-Las Positas Community College District
Lorenzo Legaspi, Vice Chancellor, Business Services
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

SUBRECIPIENT:

Primary Contact:

Dr. Steve Donley, Dean of Career Technical Education
Cypress College
9200 Valley View Street, Tech Ed Building
Cypress, CA 90630-5897
Phone: 714-484-7231

Fiscal Representative:

Fred Williams
Vice Chancellor, Finance and Facilities
North Orange County Community College District
1830 West Romneya Dr.
Anaheim, CA 92801
Email: fwilliams@nocccd.edu
Phone: 714-808-4746

2. 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. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

3. 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 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, CLPCCD may modify this Agreement through an amendment, as needed. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

[Click here to access the following reference materials](#)

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II
Guidelines, Definitions and Allowable Expenditures
Common Metrics and Accountability Measures

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

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 CLPCCD and SUBRECIPIENT 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.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Fred Williams
Vice Chancellor, Finance and Facilities

Exhibit A. Scope of Work

1. Marty Orozco, Instructor, Cypress College, agrees to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. He will attend the six Quarterly Advisory Committee Meetings in Southern California and participate in the following activities:
 - a. Review Cypress College's Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - b. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students' hard skills
 - c. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - d. Participate in the review of 21st Century skills curriculum and Automotive Internship Program's Best Practices
 - e. Embed the recommended 21st Century skill' course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - f. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
 - g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify where needed
 - h. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - i. Review the interns' performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - j. Conduct second pilot, if possible
 - k. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - l. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. Period of Performance:

The period of performance for this Agreement shall be from November 15, 2016 through February 28, 2018.

3. Total Cost:

Total Cost of this Agreement shall not exceed \$13,250.00

- a. Participation in the 6 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each meeting: 12 hours x 6 meetings x \$60 an hour = \$4,320.00, plus benefits @35% = \$5,832.00.
- b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is agreed upon and conducted, this funding will be increased.

**GRANT SUB AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of November, 2016, between Chabot-Las Positas Community College District – Chabot College (hereinafter "CLPCCD") and the Foothill-De Anza Community College District – De Anza College (hereinafter "SUBRECIPIENT") on behalf of Chabot College. CLPCCD and SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, CLPCCD was selected to serve as the Fiscal Agent for the "Industry-Driven Regional Collaborative (IDRC)" Prime Award #15-198-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to enhance alternative fuel vehicles (AFV) curriculum through employer input and engagement, addressing both the technical skills and the 21st Century skills needed by students to be successful as automotive technicians. Eleven colleges statewide will collectively address the common problem of integrating automotive technician hard skills, soft skills, and work-based learning opportunities with industry partners.

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

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of 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

SUBRECIPIENT agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBRECIPIENT 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 November 15, 2016 through February 28, 2018.

3. Total Cost

The total cost to CLPCCD for performance of this Agreement shall not exceed \$13,250.00.

4. Budget

SUBRECIPIENT agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBRECIPIENT and

Subrecipient Agreement between CLPCCD and Foothill-DeAnza Community College District approved by the PRIME SPONSOR and/or CLPCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

Adding or deleting budget categories are subject to the prior approval of the Project Monitor and the SUBRECIPIENT agrees to notify CLPCCD when adding or deleting budget categories. CLPCCD will seek prior approval for these additions and/or deletions and approval must be granted before the SUBRECIPIENT makes any additions and/or deletions. Once the requested change is approved, the affected quarterly budget will be updated electronically.

5. Payment

Payments will be made quarterly upon receipt of the executed Agreement and a quarterly invoice for payment, accompanied by quarterly reports indicating that the required work has been completed. Total payments to the SUBRECIPIENT will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Quarterly invoices are to be submitted for payment for the quarterly costs accompanied by quarterly reports describing the required work that has been completed. Payment will be contingent upon receipt and review of required reports, data and information stipulated by the PRIME SPONSOR. Invoices must include the Agreement number, and should be submitted to the following address:

Chabot-Las Positas Community College District
Chabot College
ATTN: Dr. Kristin Lima
Dean, Applied Technology/Business
25555 Hesperian Boulevard
Hayward, CA 94545

7. Reporting

Through this Agreement, SUBRECIPIENT agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBRECIPIENT will provide this information to CLPCCD quarterly, within 15 days of each quarter's end. Final reporting is to be completed by February 1, 2018.

Reporting Dates Year 1 – reports due within 15 days of each quarter's end

2nd Quarter – January 31, 2017

3rd Quarter – April 30, 2017

4th Quarter – July 31, 2017

Reporting Dates Year 2 - reports due within 15 days of each quarter's end

1st Quarter – October 31, 2017

2nd Quarter – January 31, 2018

Final Expenditure, Match, and Final Narrative Report –February 1, 2018

8. Expenditure of Grant Funds

SUBRECIPIENT agrees to comply with all Grant requirements as noted in the Reference Materials in Article II of this agreement and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or CLPCCD.

10. Time Extensions

SUBRECIPIENT must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Subrecipient

SUBRECIPIENT 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 CLPCCD, nor shall its employees be entitled to any personnel benefits of CLPCCD whatsoever.

12. Subrecipient Assignment

Unless specifically noted in the Scope of Work (Exhibit A), none of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBRECIPIENT shall submit to CLPCCD 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

SUBRECIPIENT 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

SUBRECIPIENT agrees that CLPCCD, 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. SUBRECIPIENT 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, SUBRECIPIENT agrees to include a similar right of CLPCCD, 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 CLPCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBRECIPIENT expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the CLPCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CLPCCD shall provide SUBRECIPIENT 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 CLPCCD 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 SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CLPCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of CLPCCD 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:

CLPCCD: Primary Contact:
Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:

Chabot-Las Positas Community College District
Lorenzo Legaspi, Vice Chancellor, Business Services
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

SUBRECIPIENT:

Primary Contact:

Dave Capitolo, Head of Automotive Technology
DeAnza College
Foothill-De Anza Community College District
21250 Stevens Creek Blvd., Cupertino, CA 95014
408-864-8312
Email: capitolodave@fhda.edu

Fiscal Representative:

Kevin McElroy
Vice Chancellor of Business Services
Foothill-De Anza Community College District
12345 El Monte Road, Los Altos Hills, CA 94022
650-949-6201
Email: mcelroykevin@fhda.edu

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. SUBRECIPIENT 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 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, CLPCCD may modify this Agreement through an amendment, as needed. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

[Click here to access the following reference materials](#)

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II
Guidelines, Definitions and Allowable Expenditures
Common Metrics and Accountability Measures

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

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 CLPCCD and SUBRECIPIENT 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.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

Kevin McElroy
Vice Chancellor of Business Services
Foothill-De Anza Community College District

Date

Exhibit A. Scope of Work

1. Randy Bryant, Instructor, De Anza College and Dave Capitolo, Instructor, De Anza College, agree to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. They will attend the six Quarterly Advisory Committee Meetings in Northern California and participate in the following activities:
 - a. Review De Anza’s Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - b. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students’ hard skills
 - c. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - d. Participate in the review of 21st Century skills curriculum and Automotive Internship Program’s Best Practices
 - e. Embed the recommended 21st Century skill’ course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - f. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
 - g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify curriculum where needed
 - h. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - i. Review the interns’ performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - j. Conduct second pilot, if possible
 - k. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - l. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. Period of Performance:

The period of performance for this Agreement shall be from November 15, 2016 through February 28, 2018.

3. Total Cost:

Total Cost of this Agreement shall not exceed \$13,250.00

- a. Participation in the 6 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each meeting: 12 hours x 6 meetings x \$60 an hour = \$4,320.00, plus benefits @35% = \$5,832.00.
- b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is agreed upon and conducted, this funding will be increased.

**GRANT SUB AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
LOS ANGELES COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of November, 2016, between Chabot-Las Positas Community College District – Chabot College (hereinafter "CLPCCD") and the Los Angeles Community College District – East Los Angeles College (hereinafter "SUBRECIPIENT") on behalf of Chabot College. CLPCCD and SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, CLPCCD was selected to serve as the Fiscal Agent for the "Industry-Driven Regional Collaborative (IDRC)" Prime Award #15-198-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to enhance alternative fuel vehicles (AFV) curriculum through employer input and engagement, addressing both the technical skills and the 21st Century skills needed by students to be successful as automotive technicians. Eleven colleges statewide will collectively address the common problem of integrating automotive technician hard skills, soft skills, and work-based learning opportunities with industry partners.

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

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of 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**

SUBRECIPIENT agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBRECIPIENT 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 November 15, 2016 through February 28, 2018.

3. **Total Cost**

The total cost to CLPCCD for performance of this Agreement shall not exceed \$13,250.00.

4. **Budget**

SUBRECIPIENT agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBRECIPIENT and

approved by the PRIME SPONSOR and/or CLPCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

Adding or deleting budget categories are subject to the prior approval of the Project Monitor and the SUBRECIPIENT agrees to notify CLPCCD when adding or deleting budget categories. CLPCCD will seek prior approval for these additions and/or deletions and approval must be granted before the SUBRECIPIENT makes any additions and/or deletions. Once the requested change is approved, the affected quarterly budget will be updated electronically.

5. Payment

Payments will be made quarterly upon receipt of the executed Agreement and a quarterly invoice for payment, accompanied by quarterly reports indicating that the required work has been completed. Total payments to the SUBRECIPIENT will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Quarterly invoices are to be submitted for payment for the quarterly costs accompanied by quarterly reports describing the required work that has been completed. Payment will be contingent upon receipt and review of required reports, data and information stipulated by the PRIME SPONSOR. Invoices must include the Agreement number, and should be submitted to the following address:

Chabot-Las Positas Community College District
Chabot College
ATTN: Dr. Kristin Lima
Dean, Applied Technology/Business
25555 Hesperian Boulevard
Hayward, CA 94545

7. Reporting

Through this Agreement, SUBRECIPIENT agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBRECIPIENT will provide this information to CLPCCD quarterly, within 15 days of each quarter's end. Final reporting is to be completed by February 1, 2018.

Reporting Dates Year 1 – reports due within 15 days of each quarter's end

2nd Quarter – January 31, 2016
3rd Quarter – April 30, 2017
4th Quarter – July 31, 2017

Reporting Dates Year 2 - reports due within 15 days of each quarter's end

1st Quarter – October 31, 2017
2nd Quarter – January 31, 2018

Final Expenditure, Match, and Final Narrative Report –February 1, 2018

8. Expenditure of Grant Funds

SUBRECIPIENT agrees to comply with all Grant requirements as noted in the Reference Materials in Article II of this agreement and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or CLPCCD.

10. Time Extensions

SUBRECIPIENT must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Subrecipient

SUBRECIPIENT 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 CLPCCD, nor shall its employees be entitled to any personnel benefits of CLPCCD whatsoever.

12. Subrecipient Assignment

Unless specifically noted in the Scope of Work (Exhibit A), none of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBRECIPIENT shall submit to CLPCCD copies of all subcontracts 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

SUBRECIPIENT 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

SUBRECIPIENT agrees that CLPCCD, 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. SUBRECIPIENT 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, SUBRECIPIENT agrees to include a similar right of CLPCCD, 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 CLPCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBRECIPIENT expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the CLPCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CLPCCD shall provide SUBRECIPIENT 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 CLPCCD 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 SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CLPCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of CLPCCD 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:

CLPCCD: Primary Contact:
Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:

Chabot-Las Positas Community College District
Lorenzo Legaspi, Vice Chancellor, Business Services
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

SUBRECIPIENT:

Primary Contact:

Dr. Laura Ramirez, Vice President of Academic Affairs
East Los Angeles College
1301 Avenida Cesar Chavez, CA 91754

Fiscal Representative:

Dr. Ann Tomlinson
Vice President of Workforce Education and Academic Affairs
East Los Angeles College
1301 Avenida Cesar Chavez, CA 91754

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. SUBRECIPIENT 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 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, CLPCCD may modify this Agreement through an amendment, as needed. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

[Click here to access the following reference materials](#)

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II
Guidelines, Definitions and Allowable Expenditures
Common Metrics and Accountability Measures

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

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 CLPCCD and SUBRECIPIENT 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.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

LOS ANGELES COMMUNITY COLLEGE DISTRICT

Dr. Ann Tomlinson
Vice President of Workforce Education and Academic Affairs
East Los Angeles College

Date

Exhibit A. Scope of Work:

1. Adrian Banuelos, Instructor, East Los Angeles Junior College, agrees to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. He will attend the six Quarterly Advisory Committee Meetings in Southern California and participate in the following activities:
 - a. Review ELAC's Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - b. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students' hard skills
 - c. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - d. Participate in the review of 21st Century skills curriculum and Automotive Internship Program's Best Practices
 - e. Embed the recommended 21st Century skill' course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - f. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
 - g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify curriculum where needed
 - h. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - i. Review the interns' performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - j. Conduct second pilot, if possible
 - k. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - l. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. Period of Performance:

The period of performance for this Agreement shall be from June 1, 2016 through February 28, 2018.

3. Total Cost:

Total Cost of this Agreement shall not exceed \$13,250.00

 - a. Participation in the 6 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each meeting: 12 hours x 6 meetings x \$60 an hour = \$4,320.00, plus benefits @35% = \$5,832.00.
 - b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is agreed upon and conducted, this funding will be increased.

**GRANT SUB AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AND
RIO HONDO COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of November, 2016, between Chabot-Las Positas Community College District – Chabot College (hereinafter "CLPCCD") and the Rio Hondo Community College District (hereinafter "SUBRECIPIENT") on behalf of Chabot College. CLPCCD and SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, CLPCCD was selected to serve as the Fiscal Agent for the "Industry-Driven Regional Collaborative (IDRC)" Prime Award #15-198-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to enhance alternative fuel vehicles (AFV) curriculum through employer input and engagement, addressing both the technical skills and the 21st Century skills needed by students to be successful as automotive technicians. Eleven colleges statewide will collectively address the common problem of integrating automotive technician hard skills, soft skills, and work-based learning opportunities with industry partners.

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

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of 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**

SUBRECIPIENT agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBRECIPIENT 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 November 15, 2016 through February 28, 2018.

3. **Total Cost**

The total cost to CLPCCD for performance of this Agreement shall not exceed \$19,000.00.

4. **Budget**

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

Adding or deleting budget categories are subject to the prior approval of the Project Monitor and the SUBRECIPIENT agrees to notify CLPCCD when adding or deleting budget categories. CLPCCD will seek prior approval for these additions and/or deletions and approval must be granted before the SUBRECIPIENT makes any additions and/or deletions. Once the requested change is approved, the affected quarterly budget will be updated electronically.

5. Payment

Payments will be made quarterly upon receipt of the executed Agreement and a quarterly invoice for payment, accompanied by quarterly reports indicating that the required work has been completed. Total payments to the SUBRECIPIENT will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Quarterly invoices are to be submitted for payment for the quarterly costs accompanied by quarterly reports describing the required work that has been completed. Payment will be contingent upon receipt and review of required reports, data and information stipulated by the PRIME SPONSOR. Invoices must include the Agreement number, and should be submitted to the following address:

Chabot-Las Positas Community College District
Chabot College
ATTN: Dr. Kristin Lima
Dean, Applied Technology/Business
25555 Hesperian Boulevard
Hayward, CA 94545

7. Reporting

Through this Agreement, SUBRECIPIENT agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBRECIPIENT will provide this information to CLPCCD quarterly, within 15 days of each quarter's end. Final reporting is to be completed by February 1, 2018.

Reporting Dates Year 1 – reports due within 15 days of each quarter's end

2nd Quarter – January 31, 2017

3rd Quarter – April 30, 2017

4th Quarter – July 31, 2017

Reporting Dates Year 2 - reports due within 15 days of each quarter's end

1st Quarter – October 31, 2017

2nd Quarter – January 31, 2018

Final Expenditure, Match, and Final Narrative Report –February 1, 2018

8. Expenditure of Grant Funds

SUBRECIPIENT agrees to comply with all Grant requirements as noted in the Reference Materials in Article II of this agreement and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or CLPCCD.

10. Time Extensions

SUBRECIPIENT must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Subrecipient

SUBRECIPIENT 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 CLPCCD, nor shall its employees be entitled to any personnel benefits of CLPCCD whatsoever.

12. Subrecipient Assignment

Unless specifically noted in the Scope of Work (Exhibit A), none of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBRECIPIENT shall submit to CLPCCD 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

SUBRECIPIENT 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

SUBRECIPIENT agrees that CLPCCD, 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. SUBRECIPIENT 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, SUBRECIPIENT agrees to include a similar right of CLPCCD, 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 CLPCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBRECIPIENT expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the CLPCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CLPCCD shall provide SUBRECIPIENT 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 CLPCCD 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 SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CLPCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of CLPCCD 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:

CLPCCD: Primary Contact:

Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:

Lorenzo Legaspi, Vice Chancellor of Business Services
Chabot-Las Positas Community College District
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

SUBRECIPIENT:

Primary Contact:

Michael Slavich, CTE Dean
Rio Hondo College
3600 Workman Mill Road, Whittier, CA 90601

Fiscal Representative:

Michaela Brehm, Grant Director
Rio Hondo College
3600 Workman Mill Road, Whittier, CA 90601

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. SUBRECIPIENT 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 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, CLPCCD may modify this Agreement through an amendment, as needed. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

[Click here to access the following reference materials](#)

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II
Guidelines, Definitions and Allowable Expenditures
Common Metrics and Accountability Measures

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

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.

Subrecipient Agreement between CLPCCD and Rio Hondo Community College District

This Agreement represents the entire understanding between CLPCCD and SUBRECIPIENT 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.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

RIO HONDO COMMUNITY COLLEGE DISTRICT

Michaela Brehm
Grant Director
Rio Hondo Community College

Date

Exhibit A. Scope of Work:

1. John Frala, Instructor, Rio Hondo College, agrees to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. He will attend the six Quarterly Advisory Committee Meetings in Southern California and participate in the following activities:
 - a. Lead the AFV curriculum review and modification for the four Southern California colleges' faculty and coordinate curriculum development with Kurt Shadbolt of Chabot College, who is leading the curriculum review and modification for the 7 Northern California colleges
 - b. Review Rio Hondo's Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - c. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students' hard skills
 - d. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - e. Participate in the review of 21st Century skills curriculum and Automotive Internship Program's Best Practices
 - f. Embed the recommended 21st Century skill' course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify curriculum where needed
 - h. Provide feedback on the piloted course to the Advisory Committee and faculty
 - i. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - j. Review the interns' performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - k. Conduct second pilot, if possible
 - l. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - m. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. **Total Cost:**

Total Cost of this Agreement shall not exceed \$19,000.00

- a. Participation in the 6 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each meeting: 12 hours x 6 meetings x \$60 an hour = \$4,320.00, plus benefits @35% = \$5,832.00.
- b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is agreed upon and conducted, this funding will be increased.
- c. Lead the review of Southern California AFV curriculum and coordinate with Northern California's curriculum review and development—70 hours x \$60/hr = \$4,200 + 35% benefits = \$5,670.00.

**GRANT SUB AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AND
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of November, 2016, between Chabot-Las Positas Community College District – Chabot College (hereinafter "CLPCCD") and the San Mateo Community College District – Skyline College (hereinafter "SUBRECIPIENT") on behalf of Chabot College. CLPCCD and SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, CLPCCD was selected to serve as the Fiscal Agent for the "Industry-Driven Regional Collaborative (IDRC)" Prime Award #15-198-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to enhance alternative fuel vehicles (AFV) curriculum through employer input and engagement, addressing both the technical skills and the 21st Century skills needed by students to be successful as automotive technicians. Eleven colleges statewide will collectively address the common problem of integrating automotive technician hard skills, soft skills, and work-based learning opportunities with industry partners.

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

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of 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

SUBRECIPIENT agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBRECIPIENT 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 November 15, 2016 through February 28, 2018.

3. Total Cost

The total cost to CLPCCD for performance of this Agreement shall not exceed \$13,250.00.

4. Budget

SUBRECIPIENT agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBRECIPIENT and approved by the PRIME SPONSOR and/or CLPCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior

approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

Adding or deleting budget categories are subject to the prior approval of the Project Monitor and the SUBRECIPIENT agrees to notify CLPCCD when adding or deleting budget categories. CLPCCD will seek prior approval for these additions and/or deletions and approval must be granted before the SUBRECIPIENT makes any additions and/or deletions. Once the requested change is approved, the affected quarterly budget will be updated electronically.

5. Payment

Payments will be made quarterly upon receipt of the executed Agreement and a quarterly invoice for payment, accompanied by quarterly reports indicating that the required work has been completed. Total payments to the SUBRECIPIENT will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Quarterly invoices are to be submitted for payment for the quarterly costs accompanied by quarterly reports describing the required work that has been completed. Payment will be contingent upon receipt and review of required reports, data and information stipulated by the PRIME SPONSOR. Invoices must include the Agreement number, and should be submitted to the following address:

Chabot-Las Positas Community College District
Chabot College
ATTN: Dr. Kristin Lima
Dean, Applied Technology/Business
25555 Hesperian Boulevard
Hayward, CA 94545

7. Reporting

Through this Agreement, SUBRECIPIENT agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBRECIPIENT will provide this information to CLPCCD quarterly, within 15 days of each quarter's end. Final reporting is to be completed by February 1, 2018.

Reporting Dates Year 1 – reports due within 15 days of each quarter's end

2nd Quarter – January 31, 2017

3rd Quarter – April 30, 2017

4th Quarter – July 31, 2017

Reporting Dates Year 2 - reports due within 15 days of each quarter's end

1st Quarter – October 31, 2017

2nd Quarter – January 31, 2018

Final Expenditure, Match, and Final Narrative Report –February 1, 2018

8. Expenditure of Grant Funds

SUBRECIPIENT agrees to comply with all Grant requirements as noted in the Reference Materials in Article II of this agreement and that it is solely responsible for the appropriate

expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or CLPCCD.

10. Time Extensions

SUBRECIPIENT must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Subrecipient

SUBRECIPIENT 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 CLPCCD, nor shall its employees be entitled to any personnel benefits of CLPCCD whatsoever.

12. Subrecipient Assignment

Unless specifically noted in the Scope of Work (Exhibit A), none of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBRECIPIENT shall submit to CLPCCD copies of all subcontracts 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

SUBRECIPIENT 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

SUBRECIPIENT agrees that CLPCCD, 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. SUBRECIPIENT 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, SUBRECIPIENT agrees to include a similar right of CLPCCD, 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 CLPCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBRECIPIENT expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the CLPCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CLPCCD shall provide SUBRECIPIENT 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 CLPCCD 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 SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CLPCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of CLPCCD 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:

CLPCCD: Primary Contact:
Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:

Chabot-Las Positas Community College District
Lorenzo Legaspi, Vice Chancellor of Business Services
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

SUBRECIPIENT:

Primary Contact:

Christine Roumbanis
Dean of Business, Education and Professional Programs
Skyline College
Bldg 08-8305A
3300 College Avenue
San Bruno, CA 94066
Email: roumbanis@smccd.edu
Phone: 650-838-4362

Fiscal Representative:

Kathy Blackwood
Executive Vice Chancellor
San Mateo Community College District
3401 CSM Drive, San Mateo, CA 94402
Phone: 650-358-6869
Email: blackwoodk@smccd.edu

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. SUBRECIPIENT 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 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, CLPCCD may modify this Agreement through an amendment, as needed. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

[Click here to access the following reference materials](#)

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II
Guidelines, Definitions and Allowable Expenditures
Common Metrics and Accountability Measures

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

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 CLPCCD and SUBRECIPIENT 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.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

Kathy Blackwood
Executive Vice Chancellor
San Mateo Community College District

Date

EXHIBIT A. Scope of Work

1. Tom Bruxholm, Head of Auto Program, Kalon Behraves, Auto Instructor, Skyline College and Julia Johnson, Auto Instructor, Skyline College, agree to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. They will attend the six Quarterly Advisory Committee Meetings in Northern California and participate in the following activities:
 - a. Review Skyline’s Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - b. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students’ hard skills
 - c. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - d. Participate in the review of 21st Century skills curriculum and Automotive Internship Program’s Best Practices
 - e. Embed the recommended 21st Century skill’ course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - f. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
 - g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify curriculum where needed
 - h. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - i. Review the interns’ performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - j. Conduct second pilot, if possible
 - k. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - l. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. Period of Performance:

The period of performance for this Agreement shall be from November 15, 2016 through February 28, 2018.

3. Total Cost:

Total Cost of this Agreement shall not exceed \$13,250.00

- m. Participation in the 6 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each meeting: 12 hours x 6 meetings x \$60 an hour = \$4,320.00, plus benefits @35% = \$5,832.00.
- n. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is agreed upon and conducted, this funding will be increased.

**GRANT SUB AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AND
SONOMA COUNTY JUNIOR COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of November, 2016, between Chabot-Las Positas Community College District – Chabot College (hereinafter "CLPCCD") and the Sonoma County Junior College District – Santa Rosa Junior College (hereinafter "SUBRECIPIENT") on behalf of Chabot College. CLPCCD and SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, CLPCCD was selected to serve as the Fiscal Agent for the "Industry-Driven Regional Collaborative (IDRC)" Prime Award #15-198-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to enhance alternative fuel vehicles (AFV) curriculum through employer input and engagement, addressing both the technical skills and the 21st Century skills needed by students to be successful as automotive technicians. Eleven colleges statewide will collectively address the common problem of integrating automotive technician hard skills, soft skills, and work-based learning opportunities with industry partners.

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

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of 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

SUBRECIPIENT agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBRECIPIENT 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 November 15, 2016 through February 28, 2018.

3. Total Cost

The total cost to CLPCCD for performance of this Agreement shall not exceed \$29,350.

4. Budget

SUBRECIPIENT agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBRECIPIENT and approved by the PRIME SPONSOR and/or CLPCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior

approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

Adding or deleting budget categories are subject to the prior approval of the Project Monitor and the SUBRECIPIENT agrees to notify CLPCCD when adding or deleting budget categories. CLPCCD will seek prior approval for these additions and/or deletions and approval must be granted before the SUBRECIPIENT makes any additions and/or deletions. Once the requested change is approved, the affected quarterly budget will be updated electronically.

5. Payment

Payments will be made quarterly upon receipt of the executed Agreement and a quarterly invoice for payment, accompanied by quarterly reports indicating that the required work has been completed. Total payments to the SUBRECIPIENT will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Quarterly invoices are to be submitted for payment for the quarterly costs accompanied by quarterly reports describing the required work that has been completed. Payment will be contingent upon receipt and review of required reports, data and information stipulated by the PRIME SPONSOR. Invoices must include the Agreement number, and should be submitted to the following address:

Chabot-Las Positas Community College District
Chabot College
ATTN: Dr. Kristin Lima
Dean, Applied Technology/Business
25555 Hesperian Boulevard
Hayward, CA 94545

7. Reporting

Through this Agreement, SUBRECIPIENT agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBRECIPIENT will provide this information to CLPCCD quarterly, within 15 days of each quarter's end. Final reporting is to be completed by February 1, 2018.

Reporting Dates Year 1 – reports due within 15 days of each quarter's end

2nd Quarter – January 31, 2017

3rd Quarter – April 30, 2017

4th Quarter – July 31, 2017

Reporting Dates Year 2 - reports due within 15 days of each quarter's end

1st Quarter – October 31, 2017

2nd Quarter – January 31, 2018

Final Expenditure, Match, and Final Narrative Report –February 1, 2018

8. Expenditure of Grant Funds

SUBRECIPIENT agrees to comply with all Grant requirements as noted in the Reference Materials in Article II of this agreement and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or

Subrecipient Agreement between CLPCCD and Sonoma County Junior College District
disallowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or CLPCCD.

10. Time Extensions

SUBRECIPIENT must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Subrecipient

SUBRECIPIENT 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 CLPCCD, nor shall its employees be entitled to any personnel benefits of CLPCCD whatsoever.

12. Subrecipient Assignment

Unless specifically noted in the Scope of Work (Exhibit A), none of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBRECIPIENT shall submit to CLPCCD 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

SUBRECIPIENT 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

SUBRECIPIENT agrees that CLPCCD, 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. SUBRECIPIENT 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, SUBRECIPIENT agrees to include a similar right of CLPCCD, 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

Subrecipient Agreement between CLPCCD and Sonoma County Junior College District
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 CLPCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBRECIPIENT expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the CLPCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CLPCCD shall provide SUBRECIPIENT 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 CLPCCD 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 SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CLPCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of CLPCCD 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:

CLPCCD: Primary Contact:
Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:
Chabot-Las Positas Community College District
Lorenzo Legaspi, Vice Chancellor, Business Services
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

SUBRECIPIENT:

Primary Contact:

Jerald Miller, Dean III, Career and Technical Education
Sonoma County Junior College District
1501 Mendocino Avenue, Santa Rosa, CA 95401
Phone: 707-524-1506

Fiscal Representative:

Kate Jolley, Director of Fiscal Services
Sonoma County Junior College District
1501 Mendocino Avenue
Santa Rosa, CA 95401

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. SUBRECIPIENT 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 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, CLPCCD may modify this Agreement through an amendment, as needed. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

[Click here to access the following reference materials](#)

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II
Guidelines, Definitions and Allowable Expenditures
Common Metrics and Accountability Measures

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

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'

Subrecipient Agreement between CLPCCD and Sonoma County Junior College District
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 CLPCCD and SUBRECIPIENT 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.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

THE SONOMA COUNTY JUNIOR COLLEGE DISTRICT

Kate Jolley
Director of Fiscal Services
Sonoma County Junior College District

Date

Exhibit A. Scope of Work

Activity 1

1. Clifford Norton, Instructor, Santa Rosa Junior College, agrees to participate in the Industry Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. He will attend the six Quarterly Advisory Committee Meetings in Northern California and participate in the following activities:
 - a. Review SRJC’s Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - b. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students’ hard skills
 - c. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - d. Participate in the review of 21st Century skills curriculum and Automotive Internship Program’s Best Practices
 - e. Embed the recommended 21st Century skill’ course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - f. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
 - g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify curriculum where needed
 - h. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - i. Review the interns’ performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - j. Conduct second pilot, if possible
 - k. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - l. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. Total Cost:

Total Cost of this Activity shall not accede \$13,250.00

- a. Participation in the 6 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each meeting: 12 hours x 6 meetings x \$60 an hour = \$4,320.00, plus benefits @35% = \$5,832.00.
- b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is agreed upon and conducted, this funding will be increased.

Activity 2

1. Leena Her, Instructor, Santa Rosa Junior College, agrees to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. She will attend the six Quarterly Advisory Committee Meetings in Northern and four of the Southern California meetings and participate in the following activities:
 - a. Work with the Project Director to prepare the 21st Century Skills' presentation slides for each Advisory Committee Meeting
 - b. Review SRJC's Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - c. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students' hard skills
 - d. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - e. Co-lead the presentation/review of 21st Century skills curriculum and review the Automotive Internship Program's Best Practices
 - f. Embed the recommended 21st Century skill' course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - g. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
 - h. Provide feedback on the piloted course to the Advisory Committee and faculty and modify curriculum where needed
 - i. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - j. Review the interns' performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - k. Conduct second pilot, if possible
 - l. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - m. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. Total Cost:

Total Cost of this Activity shall not accede \$16,100.00

- a. Participation in the 10 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each No. CA meeting: 12 hours x 6 meetings x \$60 an hour = \$4,300.00. So CA: 9 hrs. X 4 meetings x \$60 = \$2,160.00, plus benefits @35% = \$8,721.00.
- b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is agreed upon and conducted, this funding will be increased.
- c. Travel expenses to Southern California will be paid by the grant.

**GRANT SUB AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AND
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of November, 2016, between Chabot-Las Positas Community College District – Chabot College (hereinafter "CLPCCD") and the Solano Community College District – Solano College (hereinafter "SUBRECIPIENT") on behalf of Chabot College. CLPCCD and SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, CLPCCD was selected to serve as the Fiscal Agent for the "Industry-Driven Regional Collaborative (IDRC)" Prime Award #15-198-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to enhance alternative fuel vehicles (AFV) curriculum through employer input and engagement, addressing both the technical skills and the 21st Century skills needed by students to be successful as automotive technicians. Eleven colleges statewide will collectively address the common problem of integrating automotive technician hard skills, soft skills, and work-based learning opportunities with industry partners.

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

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of 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

SUBRECIPIENT agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBRECIPIENT 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 November 15, 2016 through February 28, 2018.

3. Total Cost

The total cost to CLPCCD for performance of this Agreement shall not exceed \$13,250.00.

4. Budget

SUBRECIPIENT agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBRECIPIENT and approved by the PRIME SPONSOR and/or CLPCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior

approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

Adding or deleting budget categories are subject to the prior approval of the Project Monitor and the SUBRECIPIENT agrees to notify CLPCCD when adding or deleting budget categories. CLPCCD will seek prior approval for these additions and/or deletions and approval must be granted before the SUBRECIPIENT makes any additions and/or deletions. Once the requested change is approved, the affected quarterly budget will be updated electronically.

5. Payment

Payments will be made quarterly upon receipt of the executed Agreement and a quarterly invoice for payment, accompanied by quarterly reports indicating that the required work has been completed. Total payments to the SUBRECIPIENT will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Quarterly invoices are to be submitted for payment for the quarterly costs accompanied by quarterly reports describing the required work that has been completed. Payment will be contingent upon receipt and review of required reports, data and information stipulated by the PRIME SPONSOR. Invoices must include the Agreement number, and should be submitted to the following address:

Chabot-Las Positas Community College District
Chabot College
ATTN: Dr. Kristin Lima
Dean, Applied Technology/Business
25555 Hesperian Boulevard
Hayward, CA 94545

7. Reporting

Through this Agreement, SUBRECIPIENT agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBRECIPIENT will provide this information to CLPCCD quarterly, within 15 days of each quarter's end. Final reporting is to be completed by February 1, 2018.

Reporting Dates Year 1 – reports due within 15 days of each quarter's end

2nd Quarter – January 31, 2017
3rd Quarter – April 30, 2017
4th Quarter – July 31, 2017

Reporting Dates Year 2 - reports due within 15 days of each quarter's end

1st Quarter – October 31, 2017
2nd Quarter – January 31, 2018

Final Expenditure, Match, and Final Narrative Report –February 1, 2018

8. Expenditure of Grant Funds

SUBRECIPIENT agrees to comply with all Grant requirements as noted in the Reference Materials in Article II of this agreement and that it is solely responsible for the

Subrecipient Agreement between CLPCCD and Solano County Community College District
appropriate expenditure of all Grant funds received and for any misappropriation or
disallowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or CLPCCD.

10. Time Extensions

SUBRECIPIENT must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Subrecipient

SUBRECIPIENT 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 CLPCCD, nor shall its employees be entitled to any personnel benefits of CLPCCD whatsoever.

12. Subrecipient Assignment

Unless specifically noted in the Scope of Work (Exhibit A), none of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBRECIPIENT shall submit to CLPCCD 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

SUBRECIPIENT 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

SUBRECIPIENT agrees that CLPCCD, 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. SUBRECIPIENT 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, SUBRECIPIENT agrees to include a similar right of CLPCCD, 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 CLPCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBRECIPIENT expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the CLPCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CLPCCD shall provide SUBRECIPIENT 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 CLPCCD 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 SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CLPCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of CLPCCD 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

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CLPCCD: Primary Contact:
Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:

Chabot-Las Positas Community College District
Lorenzo Legaspi, Vice Chancellor, Business Operations
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

SUBRECIPIENT:

Primary Contact:

Maire Morinec, Dean, School of Applied Technology & Business
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

Fiscal Representative:

Adil Ahmed, Accounting Manager
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

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. SUBRECIPIENT 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 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, CLPCCD may modify this Agreement through an amendment, as needed.

SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

[Click here to access the following reference materials](#)

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II
Guidelines, Definitions and Allowable Expenditures
Common Metrics and Accountability Measures

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

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 CLPCCD and SUBRECIPIENT 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.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

SOLANO COMMUNITY COLLEGE DISTRICT

Adil Ahmed
Accounting Manager
Solano Community College

Date

Exhibit A. Scope of Work:

1. Paul Hidy, Instructor, Solano Community College, agrees to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. He will attend the six Quarterly Advisory Committee Meetings in Northern California and participate in the following activities:
 - a. Review Solano's Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - b. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students' hard skills
 - c. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - d. Participate in the review of 21st Century skills curriculum and Automotive Internship Program's Best Practices
 - e. Embed the recommended 21st Century skill' course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - f. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
 - g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify curriculum where needed
 - h. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - i. Review the interns' performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - j. Conduct second pilot, if possible
 - k. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - l. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. **Period of Performance:**
The period of performance for this Agreement shall be from November 15, 2016 through February 28, 2018.

3. **Total Cost:**
Total Cost of this Agreement shall not exceed \$13,250.00
 - a. Participation in the 6 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each meeting: 12 hours x 6 meetings x \$60 an hour = \$4,320.00, plus benefits @35% = \$5,832.00.
 - b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is agreed upon and conducted, this funding will be increased.