

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

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and Chabot College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant, and

WHEREAS, **SCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **SCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

To provide **PROJECT** services per the **SUBCONTRACTOR**’s approved grant application work plan (Exhibit A) and approved grant application budget (Exhibit B).

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

SUBCONTRACTOR 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.

7. Audit

SUBCONTRACTOR agrees that **SCCD**, the Chancellor's Office, 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. **SUBCONTRACTOR** 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, **SUBCONTRACTOR** agrees to include a similar right of **SCCD**, the Chancellor's Office, 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 performance of this Agreement.

8. 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.

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 203
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

Dr. Kristin Lima
Dean, Applied Technology and Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545-2400
(510) 723-6653
klima@chabotcollege.edu

ARTICLE II

1. Legal Terms and Conditions

Both **SCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Request for Application (RFA) and subsequent responses to Requests for Information. Final payment is contingent upon successful completion (or very significant progress towards completion) of all work plan activities and outcomes.

This Agreement represents the entire understanding between **SCCD** and **SUBCONTRACTOR** 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.

Solano Community College District

Chabot-Las Positas Community College
District

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: Lorenzo Legaspi

Title: Superintendent/President

Title: Vice Chancellor, Business Services

Date: _____

Date: _____