

FISCAL AGENT SERVICES AGREEMENT

This Fiscal Agent Services Agreement (“Agreement”) is entered into between the African American Male Education Network and Development (“A2MEND”) and the Chabot-Las Positas Community College District (“CLPCCD”). This Agreement is created to establish a fiscal agency to under which A2MEND will transfer program funds (“Funds”) to CLPCCD to support A2MEND statewide activities related to the College Futures Foundation Grant/A2MEND.

A2MEND and CLPCCD, for good and valuable consideration, the receipt of which is acknowledged by the parties, agree as follows:

A. Party Representatives

1. Agreement Personnel. CLPCCD and A2MEND designate the following individuals as their respective representatives:

A2MEND Project Monitor: Herb English	CLPCCD Project Director: Julia Dozier
Phone: (951) 380-1811	Phone : (925) 788-1957
Email : henglish@barstow.edu	Email : jdozier@clpccd.org

2. CLPCCD Key Personnel. Key personnel of the District are:

CLPCCD Chancellor (or authorized Designee):			
Name:	Ronald Gerhard	Title:	Chancellor
Phone:	(925) 485-5206	E-Mail Address:	rgerhard@clpccd.org
Responsible Administrator (Should not be the same as Project Director)			
Name:	Theresa Rowland	Title:	Vice Chancellor, Educational Services
Phone:	(925) 485-5244	E-Mail Address:	trowland@clpccd.org

B. Duties and Responsibilities of the Parties

Fund Transfer. A2MEND will transfer the Funds to CLPCCD. CLPCCD shall invoice the A2MEND to commence the transfer of the Funds according to the following schedule:

In 2020-2021:

[INSERT INVOICE DATE]

[\$300,000]

1. Invoicing for Transfer of Funds. The invoice or invoices must be emailed by CLPCCD to the Project Monitor and must include the following information clearly displayed: (i) Date of Invoice. The words “Date of Invoice” must precede the date of the invoice; (ii) Invoice Number. The words “Invoice Number” must precede a unique invoice number that does not duplicate a prior invoice number; (iii) Fiscal Agency’s Name. CLPCCD’s name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the Government Agency Taxpayer ID Form (TIN); (iv) Payee Address. The phrase “Remit to Address” must precede CLPCCD’s address, which must match the address on the Std. 204 or TIN Form; (v) a description of the purpose of the disbursement (“for the transfer of funds to be held under CLPCCD Service Agreement A2MEND Agreement Number: CFF Grant Proposal: 20-06533; (vi) the A2MEND Project Monitor; (vii) the Invoice Amount; and (viii) the CLPCCD’s Contact Information.
2. Fund Deposits/Accounts. Upon receipt of the Funds, CLPCCD shall account for the Funds according to generally accepted accounting standards and principles.
3. Fund Disbursements. CLPCCD shall only disburse the Funds to such parties, in such amounts, and at such times as directed by A2MEND in writing and subject to availability of Funds. CLPCCD is not responsible or liable for the use of the Funds disbursed in accordance with A2MEND written instructions. CLPCCD is not responsible or liable to A2MEND or third parties for any insufficiency of Funds to satisfy a A2MEND authorization to disburse Funds unless the insufficient Funds are the result of CLPCCD negligent or willful conduct.
4. Fiscal Controls. CLPCCD shall establish, manage, and maintain an appropriate system of internal controls, accounting records and documentation of the receipt and disbursement of the Funds. Accounting records shall be contemporaneously maintained in accordance with generally accepted accounting standards and principles and applied in a consistent manner and available for review or reproduction upon reasonable written request by A2MEND Project Manager.
5. Fiscal Agent Responsibilities. CLPCCD is responsible for all equipment and personnel necessary to complete the CLPCCD’s responsibilities under this Agreement. All personnel shall be sufficiently skilled, experienced, and knowledgeable to perform the duties envisioned by this Agreement successfully.
6. A2MEND Instructions. A2MEND Project Monitor shall issue written directions and instructions to CLPCCD’s Project Director to authorize and direct CLPCCD to take actions under this Agreement. The Project Monitor’s written directions and instructions must indicate that they have been approved by a Dean or Vice Chancellor. Written instructions to CLPCCD for the disbursement of the Funds shall include: (i) the recipient; (ii) the disbursement amount; (iii) deposit account information; and (iv) disbursement date. No CLPCCD actions relating to the Funds or any sub-agreement shall be taken except in accordance with the Project Monitor’s written directions and instructions.

7. Reports. CLPCCD shall provide A2MEND with monthly reports identifying the Funds received and disbursed under this Agreement and paid by CLPCCD under the terms of sub-agreements in the immediately preceding month.
8. Audits. CLPCCD will assist A2MEND and cooperate with any other state agency exercising lawful authority, or their respective agents, by providing all documentation related to this Agreement and the Fiscal Agency established by it, promptly upon request.

C. Fiscal Agent Compensation

1. Payment for Fiscal Agent Services. CLPCCD shall be compensated for services rendered up to a maximum of five percent (5.0 %) of the distributed Funds, up to \$14,286, of the total grant funds.

At the end of each quarter, five percent (5.0 %) of all Funds distributed by CLPCCD on behalf of the A2MEND for the College Futures Foundation Grant/A2MEND during the preceding quarter, shall be withdrawn from the Funds account, as payment for CLPCCD fees. The amount of Fiscal Agent fees withdrawn shall be reported in the following quarter's report. A full accounting of Fiscal Agent fees will also be reported each month, as a separate line item in CLPCCD's monthly reports of Funds receipt and distribution.

D. Sub-agreements

1. Sub-agreements Defined. For purposes of this Agreement, the term "sub-agreement" means an agreement entered by CLPCCD on behalf of A2MEND for the disbursement of the Funds including, but not limited to, grants and contracts.
2. Authority to Enter Sub-Agreements. CLPCCD shall enter into sub-agreements on behalf of the A2MEND relating to the College Futures Foundation Grant/A2MEND in accordance with Project Monitor's written instructions. Such sub-agreements may include grants, contracts, or other similar arrangements, and must be prepared on a form with terms and conditions approved by A2MEND.
3. Sub-Agreement Terms and Conditions. A2MEND shall be solely responsible for the terms and conditions of sub-agreements entered by CLPCCD on A2MEND behalf, and their sufficiency to accomplish their intended purposes. All sub-agreements shall be compliant with the procurement standards and requirements that apply to A2MEND under applicable law, and under the Board of Governors' Procedures and Standing Orders.
4. Fiscal Agent Status. All sub-agreements shall indicate that: (i) CLPCCD acts solely as a fiscal agent for the A2MEND; (ii) CLPCCD is not responsible for the performance of obligations of third-parties or A2MEND under a sub-agreement or for enforcement of the terms of a sub-agreement; and (iii) CLPCCD's obligations to third parties are limited to those expressly stated in the terms of a sub-agreement. A2MEND shall deliver a copy of each proposed sub-

agreement to CLPCCD for review and acceptance. CLPCCD may decline to enter a sub-agreement as fiscal agent for A2MEND if these provisions are absent, or if the Funds are insufficient to pay A2MEND financial obligations under the sub-agreement.

5. Sub-Agreement Administration. Except for CLPCCD's disbursement of the Funds in satisfaction of payment obligations under a sub-agreement, A2MEND is solely responsible for: (i) administering and managing sub-agreements; and (ii) enforcing A2MEND rights and remedies. Sub-agreements shall not require approval of CLPCCD's Board of Trustees.

E. General Provisions

1. Termination. This Agreement may be terminated with or without cause by either party on thirty (30) days written notice. In the event of termination, CLPCCD shall continue to hold the Funds upon the terms provided in this Agreement until receipt of final instructions from A2MEND. Notwithstanding termination of this Agreement, the parties shall take all reasonable actions to mitigate each other party's harms that results from termination.
2. Governing Law. This Agreement is governed by the laws of the State of California and shall be interpreted consistent with those laws.
3. Force Majeure. A2MEND and CLPCCD are excused from performance during the time and to the extent that they are prevented from performing by act of God or other unforeseeable events beyond the reasonable control of either CLPCCD or A2MEND.
4. No Assignments. This Agreement is not assignable by either party, either in whole or in part.
5. Time. Time is of the essence in performance and completion of obligations under the Agreement.
6. No Oral Modifications. No term or condition of this Agreement may be modified or amended except by a subsequent writing executed by CLPCCD and A2MEND. Verbal or oral modifications to this Agreement are not enforceable.
7. No Waiver. CLPCCD's or A2MEND's waiver or delayed enforcement of any term, condition, covenant, or obligation under this Agreement shall not: (i) constitute waiver or modification of such term, condition, covenant or obligation; or (ii) limit, restrict or impair the enforcement of such term, condition, covenant or obligation.
8. Provisions Required By Laws Deemed Inserted. Provisions required by law to be incorporated into this Agreement are deemed incorporated into this Agreement and shall be interpreted and enforced as though such provisions are incorporated into this Agreement.
9. Severability. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or

enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding between CLPCCD and A2MEND concerning its subject matter, and supersedes and replaces all prior negotiations, proposed contracts, or amendments, whether written or oral.
11. A2MEND Indemnity of CLPCCD. A2MEND shall defend, indemnify, and hold harmless CLPCCD's Indemnified Parties who are: CLPCCD, CLPCCD's Board of Trustees, trustees, employees, agents, and representatives from and against Indemnity Claims. Indemnity Claims include all losses, claims, demands, liabilities, responsibilities, actions or causes of action asserted by or on behalf of any third party to a sub-agreement which arises out of an alleged breach by A2MEND under this Agreement or a sub-agreement, or any negligent, reckless, or willful conduct by A2MEND.
12. CLPCCD Indemnity of A2MEND. CLPCCD shall defend, indemnify and hold harmless A2MEND's Indemnified Parties who are A2MEND, and A2MEND Board members, officers, employees, agents, and representatives from and against Indemnity Claims. Indemnity Claims include all losses, claims, demands, liabilities, responsibilities, actions or causes of action which arise out of an alleged breach by CLPCCD of fiscal agent obligations under this Agreement, or any negligent, reckless, or willful conduct by CLPCCD.

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Execution

The parties have executed this Vendor Agreement as of the date(s) indicated below.

For African American Male Education Network and Development (“A2MEND”)

Scott W. Thayer [Date]
President, A2MEND

For Chabot-Las Positas Community College District (“CLPCCD”)

Ronald P. Gerhard [Date]
Chancellor