

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 19 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
C19-0071	1

1 This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Community Colleges Chancellor's Office, on behalf of the Board of Governors

CONTRACTOR'S NAME

Chabot Las Positas CCD

2 The term of this Agreement is: July 1, 2019 through June 30, 2021

The maximum Amount of this

3 Agreement after this amendment is: \$ 2,000,000.00

4 The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:



The original term of this agreement, July 1, 2019 through June 30, 2020, shall be extended to and including June 30, 2021.

Exhibits A through D, attached to this amendment signature page, constitute superceding amendments replacing Exhibits A through G of Agreement Number C19-0071.

This amendment includes no augmentation of funds. A revised Budget is attached to this amendment as Exhibit B-1.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Chabot-Las Positas Community College District	
BY (Authorized Signature) 	DATE SIGNED (Do not type) Sep 21, 2020
PRINTED NAME AND TITLE OF PERSON SIGNING Ronald Gerhard, Chancellor	
ADDRESS 7600 Dublin Blvd., Suite 102, Dublin, CA 94568	
STATE OF CALIFORNIA	
AGENCY NAME California Community Colleges Chancellor's Office	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Daisy Gonzales, Deputy Chancellor	
ADDRESS 1102 Q Street, Sacramento, CA 95811-6539	


*Chancellor's Office, California
Community Colleges Use Only*

**Exempt from DGS approval
pursuant to PCC 10295**

CAS

							AGREEMENT NUMBER	AMENDMENT NUMBER				
							C19-0071	1				
FUND TITLE	Bus. Unit	Ref No	Fund	FI\$Cal Prgm	Sub Task	Reporting Structure (Index)	Account (Object)	Funding Fiscal Year (Enactment Year)	Chapter	Statute	AGREEMENT AMOUNT	
Student Equity & Achievement Program	6870	101	0001	5675040	203	8350	5432000	2019/20	23	2019	\$ 2,000,000.00	
AGREEMENT TOTAL:											\$ 2,000,000.00	
AMOUNT TO ENCUMBER BY THIS DOCUMENT:											\$ 0	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT:											\$ 2,000,000.00	
TOTAL AMOUNT ENCUMBERED TO DATE:											\$ 2,000,000.00	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER  <small>Summer Barrios (Sep 17, 2020 10:36 PDT)</small>	DATE SIGNED (Do not type) Sep 17, 2020
--	--

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Services to be Provided

Contractor, Chabot-Las Positas Community College District, agrees to act as the fiscal agent for the California Community Colleges Chancellor's Office ("Chancellor's Office") for the Associate Degree for Transfer (ADT) Campaign. Contractor shall receive, maintain, and account for the funds provided under this agreement, and shall subcontract with third parties at the Chancellor's Office direction for communications services to implement and coordinate all aspects of the campaign.

2. Project Representatives

The project representatives during the term of this Agreement are:

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Paige Marlatt Dorr	Name: Julia Dozier
Phone: 916-327-5356	Phone: 925-249-9370
Email : pdoor@cccoco.edu	Email: jdozier@clpccd.org
Chancellor's Office Campaign Contract Manager	
Name : Arie Cross	
Phone : 916-261-1242	
Email : ariecross@sbcglobal.net	

3. Contractor's Project Director and Key Personnel

Contractor shall notify the Chancellor's Office of any change in the Project Director.

4. Chancellor's Office Project Monitor and Contract Manager

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Agreement, should be directed to the Project Monitor. The Contract Manager is responsible for overseeing the contract and payments between the Chancellor's Office and Contractor. Any questions relating to the terms or conditions of the Agreement document should be addressed to the Contract Manager. The Chancellor's Office shall notify the Contractor of any change in the Project Monitor or Contract Manager.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payments and Invoicing

- a. For services satisfactorily rendered and upon receipt and approval of the invoices, the Chancellor's Office agrees to compensate Contractor for actual expenditures in accordance with the Contractor's Cost Proposal, attached to and fully incorporated into this Agreement by reference as Exhibit B-1.
- b. The total amount payable under this Agreement shall not exceed the amount specified in Exhibit B-1, including reimbursement of travel expenses as discussed below in section 2.
- c. Contractor shall not submit its first invoice until thirty (30) days after this Agreement is approved by the Chancellor, or his or her designee. Contractor understands and acknowledges that any work performed by Contractor or a subcontractor prior to approval of the Chancellor's Office will be rendered on a voluntary basis and may not be compensated.
- d. Invoices must be emailed to the Contract Manager and must include the following information clearly displayed:
 - Date of Invoice. The words "Date of Invoice" must precede the date of the invoice.
 - Invoice Number. The words "Invoice Number" must precede a unique invoice number that does not duplicate a prior invoice number.
 - Contractor's Name. Contractor's name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the FI\$Cal Government Agency Taxpayer ID Form (TIN).
 - Payee Address. The phrase "Remit to Address" must precede Contractor's address, which must match the address on the Std. 204 or TIN Form.
 - The Chancellor's Office Agreement number.
 - The Chancellor's Office Project Monitor.
 - Description and date(s) of service(s) rendered.
 - Invoice Amount.
 - Contractor Contact Information.

Ten (10) percent of the total contract amount shall be withheld pending the submittal and approval of the final report and/or final deliverables. No payments shall be made without the written approval of the Project Monitor or his/her designee. Such approval is contingent upon the Project Monitor's approval of the progress Contractor has made within each respective invoicing period.

2. Travel and Per Diem

Reasonable travel expenses will be reimbursed, and the Contractor agrees that travel costs should be kept to a minimum.

3. Project Budget Changes

Changes in budget line item amounts, up to and including ten (10) percent of the total budget, may not be made without prior written approval of the Project Monitor. Changes in budget line item amounts that are greater than ten (10) percent of the total budget amount may be made only through a written and duly executed amendment to this Agreement.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

4. Budget Contingency Clause

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Agreement does not appropriate sufficient funds for the program, this Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Agreement with no liability occurring to the Chancellor's Office, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
- d. Contractor shall inform subcontractors that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. This Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Agreement in any manner.

5. Contractor Expenses

Upon request, Contractor shall furnish to the Project Monitor a detailed itemization of direct expenses reimbursed to Contractor and hours of employment by any employee of Contractor for which the Chancellor's Office is billed under this Agreement. Contractor will retain all records relating to the same. This information shall be delivered to the Project Monitor within 15 days of receiving a written request for the information from the Chancellor's Office.

6. Prompt Payment Clause

If Contractor is not a community college district or other public entity, payment will be made in accordance with, and within the time specified in, chapter 4.5 or part 3 of division 3.6 of title 1 of the Government Code, commencing with section 927.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. Assignment

This Agreement is not assignable by Contractor, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Audit

Contractor agrees that 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. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of 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. (Gov. Code, § 8546.7; Pub. Contr. Code, §§ 10115 et seq.; Cal. Code Regs., tit. 2, § 1896.)

4. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

The Chancellor's Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

- a. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
- b. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
- c. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

5. Settlement of Disputes

In the event of a dispute that cannot be informally resolved, Contractor shall deliver to the Project Monitor a "Notice of Dispute" within ten (10) days of the discovery of the problem. Within ten (10) days of receiving the Notice, the Chancellor, or his or her designee, shall meet with Contractor and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor, or his or her designee, shall be final.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. Termination of Agreement

- a. **Bankruptcy.** Contractor shall notify the Chancellor's Office if bankruptcy proceedings are filed against it, either voluntary or involuntary, within ten (10) days of said filing. If bankruptcy proceedings are filed, the Chancellor's Office may terminate this Agreement and all further rights and obligations hereunder. Any equipment purchased by Contractor for this project shall have lien rights held in the name of the Chancellor's Office. The Chancellor's Office shall retain lien rights until the Contractor either returns said equipment to the Chancellor's Office or purchases it as is provided by the terms of this Agreement.
- b. **Termination Option.** The Chancellor's Office may terminate this Agreement at any time upon giving thirty (30) days' notice in writing to Contractor. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. The Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination in accordance with this Agreement. Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.
- c. **Event of Breach or Anticipated Breach.** In the event of any breach or anticipated breach of this Agreement by Contractor, the Chancellor's Office may terminate the Agreement upon five (5) days' written notice to the Contractor. By terminating the Agreement under this clause, the Chancellor's Office does not abandon any rights or legal remedies available to it under applicable law. In the event of such termination, the Chancellor's Office may proceed with the scope of work as defined in this Agreement in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to Contractor upon demand.
- d. **Gratuities.** Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the Chancellor's Office with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Chancellor's Office shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by the Chancellor's Office in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the Chancellor's Office provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

7. Independent Status of Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

8. Recycling Certification

Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the state in the performance of this Agreement, regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contr. Code, § 12205.)

9. Nondiscrimination Clause

- a. Contractor and its subcontractors shall not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed or defined in Section 11135 of the Government Code or any other characteristic that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code, including immigration status. (Educ. Code, § 66270.)
- b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. Contractor and its subcontractors shall also comply with the anti-discrimination provisions of Government Code sections 11135-11139.8.
- d. Contractor and its subcontractors shall give written notice of their obligations under section 9 to labor organizations with which they have a collective bargaining or other agreement.
- e. Contractor shall include the nondiscrimination and compliance provisions of section 9 in all subcontracts to perform work under the Agreement.
- f. Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.) Contractor shall sign the Contractor's Certification Clauses, attached and incorporated into this Agreement by reference as Exhibit E.
- g. Contractor represents and warrants that any software/hardware/communications system/equipment/electronic content (collectively "technology") provided under this agreement conforms with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations; the Web Content Accessibility Guidelines 2.1, Level A and AA success criteria; and any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-conformant or non-accessible at any point, Contractor will be notified. Contractor shall

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

agree to respond to and resolve any complaint regarding accessibility of its products or services that is brought to the attention of the Contractor. Contractor shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

10. Certification Clauses

Contractor agrees to sign the Contractor's Certification Clauses contained in Chancellor's Office form CCC-1005, attached to and incorporated into this Agreement by reference as Exhibit E.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

11. Antitrust Claims - RESERVE

12. Child Support Compliance Act

For any Agreement in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code section 7110, that:

- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in chapter 8 (commencing with section 5200) of part 5 of division 9 of the Family Code; and
- b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

14. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The Chancellor's Office will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

15. Notice

Any notice to either party that is required or permitted to be given under this Agreement shall be given by email to the Project Monitor and/or Project Director and by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

16. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

17. Conflicts of Interest

Contractor will comply with all applicable state conflict of interest laws. Contractor shall certify compliance with said laws by signing Contractor's Certification Clauses, attached and incorporated into this Agreement by reference as Exhibit E.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

18. Standards of Conduct

The Agreement will be administered in an impartial manner. Contractor, and its officers and employees, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest.

No person related by blood, adoption, or marriage, or having a personal relationship with an officer or employee of Contractor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement.

Contractor, and its officers and employees, will exercise due diligence to avoid situations that may give rise to a clam of favorable treatment on behalf of friends and associates.

Contractor shall not enter into any subcontract of the types described below and any such agreement that may be executed is null and void and of no force or effect.

- a. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Contractor if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100; Cal. Code Regs., tit. 5, § 50500.)
- b. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an IJE) cannot enter into a subcontract with Contractor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
- c. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an IJE) may not enter into a subcontract with Contractor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decision-making process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; 87100.)

19. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

20. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

21. Timeliness

Time is of the essence in this Agreement.

22. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

23. Captions

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they belong.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Subcontractors

- a. Contractor agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractor(s) to perform the services under this Agreement. Contractor will advise subcontractors of any applicable legal requirements regarding disabled veteran business enterprise participation requirements. (Mil. & Vet. Code, § 999.2) Subcontractors, if any, specifically identified in this Agreement or the attached Exhibits are deemed to be approved upon execution of this Agreement.
- b. Subcontractor(s) retained by Contractor shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide the required services. Upon request, Contractor shall furnish evidence of compliance with this provision to the Project Monitor. Contractor shall immediately notify the Project Monitor in the event that any subcontract is terminated.
- c. All subcontracts shall contain a provision prohibiting any third or subsequent tier subcontracts without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract.
- e. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Chancellor's Office and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is independent from the obligation of the Chancellor's Office to make payments to Contractor. As a result, the Chancellor's Office shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

2. Reports (This section should be tailored to the project. Below are some standard reporting requirements that may or may not apply to the project at hand.)

- a. Final Report. By September 30, 2021, Contractor shall provide the Project Monitor with a comprehensive Final Report, a brief summary of same, and a brief, factual abstract of the final report.
 1. The Contractor shall be available from September 30, 2021 to October 31, 2021 to answer questions pertaining to the final report and/or the revised final report.
- b. The Chancellor's Office reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement and authorize others to use or reproduce such materials.
- c. To the extent permissible by law, Contractor will not disclose the contents of the final or any preliminary report without the express written permission of the Project Monitor.
- d. Permission to disclose information on one occasion or at public hearings held by the Chancellor's Office relating to the same shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- e. Contractor will not comment publicly to the press or any other media regarding its report, or the actions of the Chancellor's Office on the same, except to Chancellor's Office staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

- f. All reports are to be delivered to the Project Monitor, Chancellor's Office, California Community Colleges, 1102 Q Street, Suite 4400 Sacramento, California, 95811-6539.

3. Intellectual Property

Exclusive Property of Chancellor's Office and Assignment

Contractor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement shall be the exclusive property of the Chancellor's Office. All rights, title, and interest in and to the work first developed under this Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Agreement.

Subcontracts

If Contractor enters into a subcontract for work first developed under this Agreement, the subcontract must incorporate the intellectual property provisions in this Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract is executed. The subcontract must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

Copyright

All materials first prepared by Contractor or its subcontractors, if any, under this Agreement or any subcontract, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Contractor or its subcontractors, if any, as the author of works produced under this Agreement or any subcontract, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow Contractor or its subcontractors, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Contractor or its subcontractors, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.

All materials first developed in draft and in final form pursuant to this Agreement, or any subcontract, shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Contractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Contractor that the copyright be registered with the U.S. Copyright Office, Contractor will be responsible for applying for, paying the filing fees for, and securing said copyright.



Patents

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Contractor that a trademark or servicemark be registered with state or federal agencies, Vendor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Contractor. Contractor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Contractor may, with the written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

4. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held during the period of the Agreement, Contractor will make available the personnel assigned to this Agreement for the purpose of testifying. Chancellor's Office will reimburse Contractor for compensation and travel of said personnel at the contract rates for such testimony as may be requested by Chancellor's Office.

5. Disclosure and Confidentiality of Student Data - Reserved

6. Approval of Products and Deliverables

- a. Each deliverable to be provided under this Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

7. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Project Monitor. Staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may seek to utilize.

8. Changes in the Timing of Performance of Tasks

The timing for performance of the tasks may be changed by written approval of the Project Monitor. However, the date for completion of the Agreement and the total Agreement price, as well as all other terms not specifically excepted, may only be altered by formal amendment of this Agreement.

9. Undocumented Aliens -Reserved

10. Performance Evaluation

Contractor shall be evaluated by the Project Monitor on a "Contract/Contractor Evaluation" form Std. 4. If the performance is unsatisfactory, Contractor will be allowed to prepare a statement defending Contractor's performance. This statement must be received by the Project Monitor within thirty (30) days after Contractor's receipt of the evaluation.

The evaluation form and any related material will be kept on file at the Chancellor's Office.

11. Licenses and Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Chancellor's Office a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Chancellor's office with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Chancellor's Office may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

12. Follow-on Contracts

- a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor's Office that resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action that is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)
- b. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

- c. Should the Chancellor's Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor's Office may deem Contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of the Agreement. However, to the extent permissible by law, the Chancellor's Office or its designee, may waive the restrictions set forth in this section by written notice to Contractor if the Chancellor's Office determines their application would not be in the best interest of the Chancellor's Office.
- d. Except as prohibited by law, the restrictions of this section will not apply to a contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to no more than 10 percent of the total monetary value of the consultant services contract.
- e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

13. Surveys

If this Agreement involves conducting a survey of community college faculty, staff, students, or administrators, Contractor shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to Contractor from the Chancellor's Office or another source.

14. Safety and Accident Prevention

In performing work under this Agreement on the premises of the Chancellor's Office, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as the Chancellor's Office may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.

15. DVBE Reporting Requirements

A 3 percent Disabled Veterans Business Enterprise (DVBE) participation goal has been established for this Agreement. Contractor shall use a Department of General Services' DVBE Participation Reporting Form to submit quarterly reports on DVBE participation. Contractor will list at the end of each quarter the dates of invoices submitted, amounts of invoices submitted, amounts of invoices paid to the DVBE, and the DVBE percentage from invoice totals. The completed DVBE Participation Reporting Form will be submitted at the end of each quarter to the Project Monitor.

**EXHIBIT A-1
(Proposal/Work Plan)**

**Associate Degree for Transfer Campaign
July 1, 2019 – June 30, 2021
(Fiscal Year 19/20 Funding - \$2,000,000)**

SUMMARY:

For the past four years, the California Community Colleges Chancellor's Office has conducted the successful Associate Degree for Transfer (ADT) Campaign to inform current and prospective community college students and their influencers (parents, family members, teachers, counselors, community leaders, coaches, etc.) about the opportunity for transfer to a guaranteed saved spot at a California State University, HBCU, Western Governors University and many participating California private, non-profit colleges/universities with junior class-level standing (UC is also included in messaging but not as a "guaranteed transfer" option). This program offers a streamlined pathway for community college transfer students to obtain both an associate and bachelor's degree in 120 semester units, or four years of full-time attendance.

In March 2020, the campaign was directed by the Chancellor's Office to pivot campaign efforts toward informing current community college students about how they can stay enrolled and succeed online during COVID-19. As health conditions begin to improve, campaign messaging will shift toward the more general message that "California community colleges are here for you" with the goal of informing current and prospective students of the availability of financial aid and helping Californians receive a degree, certificate or get trained for a new job as the economy slides into a recession and current and potential students are looking for training/re-training while waiting for a recovery.

Simultaneously, the campaign, along with the "I **Can** Afford College" and Career Education campaigns, were directed by the Chancellor's Office to work together to merge messaging from the three existing community college campaigns into a single, California community colleges umbrella campaign that reaches all target audiences with a clear call to action. The purpose of developing an umbrella campaign is to leverage cost efficiencies by pooling together previously separate campaign funding sources while streamlining messaging and resources for current and prospective students and their influencers. The umbrella campaign will provide clear and cohesive messaging outlining the benefits of attending a community college and the programs and resources available to help current and prospective students succeed.

Due to the above shifts in messaging and strategy, the Chancellor's Office is extending the term date of this contract through June 30, 2021 as it is unclear at this time how long it will take to implement the changes and spend the available funds.

CONTRACTOR:

Chabot-Las Positas Community College District (Contractor) serves as the fiscal agent for the ADT campaign. On behalf of the Chancellor's Office, the Contractor shall subcontract for all aspects of the

**EXHIBIT A-1
(Proposal/Work Plan)**

campaign's implementation and coordination. The Contractor shall make payments to subcontractors within two calendar weeks of receipt of approved invoices from the campaign Contract Manager.

**EXHIBIT B-1
(Cost Proposal)**

**Associate Degree for Transfer Campaign
July 1, 2019 – June 30, 2021
(Fiscal Year 19/20 Funding - \$2,000,000)**

The total amount payable under this Agreement shall not exceed the maximum amount of this Agreement, specified on the face page of this Agreement and the Budget outlined below. Payments to the Contractor shall be made in arrears by the Chancellor's Office upon receipt of an invoice specifying this Agreement Number, the expenditures for the period covered and proof of payment to subcontractor(s). Quarterly invoices shall include the Contractor's fiscal agent fee as broken out into quarterly payments below. Payment for the final 10% of the total contract amount shall be issued once the final report has been received and approved by the Project Monitor.

BUDGET:

Advertising <i>66% of total contract</i>	\$1,319,859.11
Outreach <i>9.8% of total contract</i>	\$196,620.89
Research <i>0% of total contract</i>	\$0.00
Website <i>16.7% of total contract</i>	\$333,520.00
Media Relations <i>0% of total contract</i>	\$0.00
Project Manager <i>0% of total contract</i>	\$0.00
Contract Manager <i>2.5% of total contract</i>	\$50,000.00
Chabot-Las Positas Community College District Fiscal Agent Fee* <i>5% of total contract</i>	\$100,000.00
Total	\$2,000,000.00

***Fiscal Agent Fee Quarterly Payment Plan:**

July 1, 2019 – September 30, 2019	\$12,500
October 1, 2019 – December 31, 2019	\$12,500
January 1, 2020 – March 31, 2020	\$12,500
April 1, 2020 – June 30, 2020	\$12,500
July 1, 2020 – September 30, 2020	\$12,500
October 1, 2020 – December 31, 2020	\$12,500
January 1, 2021 – March 31, 2021	\$12,500
April 1, 2021 – June 30, 2021	\$12,500
Total Fiscal Agent Fee:	\$100,000