

## Grant Agreement

**Board of Governor's, California Community Colleges  
Chancellor's Office - 6870**

District (Grantee): Chabot-Las Positas CCD

College: N/A

**Workforce and Economic Development Division**

**California Adult Education Program**

**Grant Agreement No.: 19 - 206 - 001**

Funding Year  
(Enactment Year)

**AMENDMENT #1**

2019-20

**Total Amount Encumbered : \$ 5,000,000.00**

This grant is made and entered into by the California Community Colleges Chancellor's Office, on behalf of the Board of Governors for the California Community Colleges, and the Chabot-Las Positas Community College District ("Grantee"). This grant is for fiscal agent services to facilitate the administration of the California Adult Education Program (CAEP) data system and related activities. The grant consists of this Grant Agreement face sheet and the Terms and Conditions (Exhibits A).

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

This amendment extends the original contract end date from Dec 30, 2020 to June 30, 2021.

The term of this grant shall be from July 1, 2019 to June 30, 2021.

### GRANTEE

Project Director: : Danita Romero

Total Grant Funds Requested: \$ 5,000,000.00

Signature, Chief Executive Officer (or authorized Designee)

Jonah R. Nicholas

Jonah R. Nicholas (Nov 20, 2020 15:29 PST)

Date: Nov 20, 2020

Print Name/Title of Person Signing:

Jonah Nichols, Vice Chancellor of Business Services

District Address: 7600 Dublin Blvd., Third Floor

Dublin, CA 94568

### STATE OF CALIFORNIA

Project Monitor:

Neil Kelly

Agency Address: 1102 Q Street, Suite 4400

Sacramento, CA 95811-6539

Bus. Unit	Ref No	Fund	FI\$Cal Prgm	SubTask	Index	Object	Chapter	Statute	Funding Year (Enactment Year)	Amount
6870	- 201	- 0001	- 5670015	- 209	- 3234	- 5432000	23	<u>2019</u>	<u>2019-20</u>	\$ 5,000,000.00
-	-	-	-	-	-	-	-	-	-	-
<b>Total Amount Encumbered : \$ 5,000,000.00</b>										

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Summer Barrios

Summer Barrios (Nov 20, 2020 12:39 PST)

Date: Nov 20, 2020

Signature, Deputy Chancellor (or authorized Designee)

Daisy Gonzales

Daisy Gonzales (Nov 23, 2020 09:44 PST)

Date: Nov 23, 2020

Print Name/Title of Person Signing:

**Dr. Daisy Gonzales, Deputy Chancellor**

**FISCAL AGENT SERVICES AGREEMENT**

**Exhibit A**

This Fiscal Agent Services Agreement (“Agreement”) is entered into between the California Community Colleges Chancellor’s Office (“Chancellor’s Office”) and the Chabot-Las Positas Community College District (“Fiscal Agent”). This Agreement is created to establish a fiscal agency to under which the Chancellor’s Office will transfer program funds (“Funds”) to the Fiscal Agent to support Chancellor’s Office statewide activities related to the California Adult Education Program.

The Chancellor’s Office and the Fiscal Agent, for good and valuable consideration, the receipt of which is acknowledged by the parties, agree as follows:

**A. Party Representatives**

1. Agreement Personnel. The Fiscal Agent and the Chancellor’s Office designate the following individuals as their respective representatives:

<b>Chancellor’s Office</b> <b>Project Monitor:</b> Neil Kelly Phone: 916.324.8895 Email : nkelly@CCCCO.edu	<b>Fiscal Agent</b> <b>Project Director:</b> Danita Romero Phone : 925-249-9366 Email : <a href="mailto:dromero@clpccd.org">dromero@clpccd.org</a>
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2. Fiscal Agent Key Personnel. Key personnel of the District are:

<b>Fiscal Agent Superintendent/President (or authorized Designee):</b>			
Name:	Jonah Nichols	Title:	Vice Chancellor of Business Services
Phone:	(925) 485-5253	E-Mail Address:	<a href="mailto:jnicholas@clpccd.org">jnicholas@clpccd.org</a>
<b>Responsible Administrator (Should not be the same as Project Director)</b>			
Name:	Julia Dozier	Title:	Executive Director, Economic Development & Contract Education
Phone:	(925) 249-9370	E-Mail Address:	<a href="mailto:jdozier@clpccd.org">jdozier@clpccd.org</a>
<b>Business Officer</b>			
Name:	Jonah Nichols	Title:	Vice Chancellor of Business Services
Phone:	(925) 485-5253	E-Mail Address:	<a href="mailto:jnicholas@clpccd.org">jnicholas@clpccd.org</a>

**B. Duties and Responsibilities of the Parties**

1. Fund Transfer. The Chancellor’s Office will transfer the Funds to the Fiscal Agent. The Fiscal Agent shall invoice the Chancellor’s Office to commence the transfer of the Funds according to the following schedule:

In 2020-2021:

December 1, 2020                      \$5,000,000

2. Invoicing for Transfer of Funds. The invoice or invoices must be emailed by the Fiscal Agent 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. Fiscal Agent’s name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the FISCAL Government Agency Taxpayer ID Form (TIN); (iv) Payee Address. The phrase “Remit to Address” must precede Fiscal Agent’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 Fiscal Agent Service Agreement 19-206-001 (vi) the Chancellor’s Office Project Monitor; (vii) the Invoice Amount; and (viii) the Fiscal Agent’s Contact Information.
3. Fund Deposits/Accounts. Upon receipt of the Funds, the Fiscal Agent shall account for the Funds according to generally accepted accounting standards and principles. Any interest accruing on the Funds shall be added to the Funds and expended at the direction of the Chancellor’s Office.
4. Fund Disbursements. The Fiscal Agent shall only disburse the Funds to such parties, in such amounts, and at such times as directed by the Chancellor’s Office in writing and subject to availability of Funds. Fiscal Agent is not responsible or liable for the use of the Funds disbursed in accordance with Chancellor’s Office written instructions. The Fiscal Agent is not responsible or liable to the Chancellor’s Office or third parties for any insufficiency of Funds to satisfy a Chancellor’s Office authorization to disburse Funds, unless the insufficient Funds are the result of Fiscal Agent negligent or willful conduct.
5. Fiscal Controls. The Fiscal Agent 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 the Chancellor’s Office Project Manager.
6. Fiscal Agent Responsibilities. The Fiscal Agent is responsible for all equipment and personnel necessary to complete the Fiscal Agent’s responsibilities under this Agreement. All personnel shall be sufficiently skilled, experienced, and knowledgeable to perform the duties envisioned by this Agreement successfully.
7. Chancellor’s Office Instructions. The Chancellor’s Office Project Monitor shall issue written directions and instructions to the Fiscal Agent’s Project Director to authorize and direct the Fiscal Agent to take actions under this Agreement. The Project Monitor’s written directions and instructions must indicate that they have been approved by a Vice Chancellor or Assistance Vice Chancellor. Written instructions to the Fiscal Agent for the disbursement of the Funds shall include: (i) the recipient; (ii) the disbursement amount; (iii) deposit account information; and (iv) disbursement date. No Fiscal Agent actions relating to the Funds or any

sub-agreement shall be taken except in accordance with the Project Monitor's written directions and instructions.

8. Reports. The Fiscal Agent shall provide the Chancellor's Office with monthly reports identifying the Funds received and disbursed under this Agreement, and paid by the Fiscal Agent under the terms of sub-agreements in the immediately preceding month.
9. Audits. The Fiscal Agent will assist the Chancellor's Office, 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. The Fiscal Agent shall be compensated for services rendered up to a maximum of four percent (4.0 %) of the total grant funds.

At the end of each quarter, four percent (4.0 %) of all Funds distributed by the Fiscal Agent on behalf of the Chancellor's Office for the California Adult Education Program during the preceding quarter, shall be withdrawn from the Funds account, as payment for Fiscal Agent fees. The amount of the 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 the Fiscal Agent'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 the Fiscal Agent on behalf of the Chancellor's Office for the disbursement of the Funds including, but not limited to, grants and contracts.
2. Authority to Enter Sub-Agreements. The Fiscal Agent shall enter into sub-agreements on behalf of the Chancellor's Office relating to the California Adult Education Program 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 the Chancellor's Office.
3. Sub-Agreement Terms and Conditions. The Chancellor's Office shall be solely responsible for the terms and conditions of sub-agreements entered by the Fiscal Agent on the Chancellor's Office behalf, and their sufficiency to accomplish their intended purposes. All sub-agreements shall be compliant with the procurement standards and requirements that apply to the Chancellor's Office under applicable law, and under the Board of Governors' Procedures and Standing Orders.
4. Fiscal Agent Status. All sub-agreements shall indicate that: (i) the Fiscal Agent acts solely as a fiscal agent for the Chancellor's Office; (ii) the Fiscal Agent is not responsible for the

performance of obligations of third-parties or the Chancellor's Office under a sub-agreement or for enforcement of the terms of a sub-agreement; and (iii) the Fiscal Agent's obligations to third parties are limited to those expressly stated in the terms of a sub-agreement. The Chancellor's Office shall deliver a copy of each proposed sub-agreement to the Fiscal Agent for review and acceptance. The Fiscal Agent may decline to enter a sub-agreement as fiscal agent for the Chancellor's Office if these provisions are absent, or if the Funds are insufficient to pay the Chancellor's Office financial obligations under the sub-agreement.

5. Sub-Agreement Administration. Except for the Fiscal Agent's disbursement of the Funds in satisfaction of payment obligations under a sub-agreement, the Chancellor's Office is solely responsible for: (i) administering and managing sub-agreements; and (ii) enforcing Chancellor's Office rights and remedies. Sub-agreements shall not require approval of the Fiscal Agent'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, the Fiscal Agent shall continue to hold the Funds upon the terms provided in this Agreement until receipt of final instructions from the Chancellor's Office. 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. The Chancellor's Office and Fiscal Agent 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 Fiscal Agent or the Chancellor's Office.
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 the Fiscal Agent and the Chancellor's Office. Verbal or oral modifications to this Agreement are not enforceable.
7. No Waiver. The Fiscal Agent's or the Chancellor's Office'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 the Fiscal Agent and the Chancellor's Office concerning its subject matter, and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral.
11. Chancellor's Office Indemnity of Fiscal Agent. The Chancellor's Office shall defend, indemnify and hold harmless Fiscal Agent's Indemnified Parties who are: the Fiscal Agent, the Fiscal Agent'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 the Chancellor's Office under this Agreement or a sub-agreement, or any negligent, reckless, or willful conduct by the Chancellor's Office.
12. Fiscal Agent Indemnity of Chancellor's Office. Fiscal Agent shall defend, indemnify and hold harmless the Chancellor's Office's Indemnified Parties who are: the Board of Governors of the California Community Colleges and its individual members, the Chancellor's Office, and Chancellor's Office 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 the Fiscal Agent of Fiscal Agent obligations under this Agreement, or any negligent, reckless, or willful conduct by the Fiscal Agent.