

**OHLONE COLLEGE ENTREPRENEURIAL PROGRAMS
WORKSITE TRAINING AGREEMENT**

DATE: May 19, 2005

This agreement between City of Union City, Environmental Programs Division and the Ohlone Community College District confirms verbal arrangements the parties have made for the offerings described below:

1. Program Description

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| 1.1 | Courses: | Hazwoper Refresher Course |
| 1.2 | Instructor: | Nancy Crane
(Golden Gate Environmental) |
| 1.3 | Times/Dates: | July 12, 2005
8:30am – 5:00pm |
| 1.4 | Group Size: | Maximum 10 per Session |
| 1.5 | Location: | 34009 Alavarado-Niles Road, Union City |
| 1.6 | Program Manager: | Bob LoBue, (510)979-7942; FAX (510)979-7956
Email: blobue@ohlone.cc.ca.us |

2. Consideration

The offering that is the subject of this Agreement shall be for the exclusive benefit of City of Union City, Environmental Programs Division and shall be open to its designees only. Ohlone College shall not receive any State support for the classes. In consideration for the instructional and related services provided by Ohlone College, City of Union City, Environmental Programs Division agrees to pay **\$1,600** as determined below:

- 2.1 Develop, Design and Deliver – Hazwoper Refresher Workshop...\$1,600

3. Cancellation

- 3.1 Ohlone College retains the right to cancel a course offered under this Agreement no later than 14 days before the first meeting of the course. If Ohlone College cancels a course, City of Union City, Environmental Programs Division shall not be liable for any payments to Ohlone College.
- 3.2 City of Union City, Environmental Programs Division retains the right to cancel a course offered under this Agreement no later than 14 days before the first meeting of the course.

4. Additional Terms

- 4.1 City of Union City, Environmental Programs Division agrees not to contract independently with the Entrepreneurial Programs trainer (s) for a period of one year after the completion of the training.

5. Notices

Any notice or correspondence required by this Agreement shall be delivered personally or by United States Mail, or Fax transmittal as follows:

For the institute:

5.1 Leta Stagnaro
Dean, Entrepreneurial Programs
Ohlone College
43600 Mission Blvd.
Fremont, CA 94539
(510) 659-7358, Fax: (510) 979-7956

For the Agency:

Mr. York Gorzolla
Manager, Environmental Programs
City of Union City, Environmental Programs Division
34009 Alvarado-Niles Road
Union City, CA 9453
(510) 675-5362, Fax: (510) 477-2914

6. Invoices

Ohlone College will invoice City of Union City, Environmental Programs Division upon the completion of the program, payable within 30 days.

7. Non-Discrimination

Neither party to the Agreement shall, on the basis of ethnic group identification, religion, age, sex, color or physical or mental disability unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this Agreement.

AGENCY

On behalf of City of Union City
Environmental Programs Division

By _____
York Gorzolla

Title: Manager

Date: _____

INSTITUTE

On behalf of the Ohlone
Community College District

By _____
Leta Stagnaro

Title: Dean, Entrepreneurial Programs

Date: _____