

## AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of June 2005, by and between

Susan Sakaki  
EnviroSystems Group  
1745 Leimert Boulevard  
Oakland, CA 94602  
510-531-5377

hereinafter called the Contractor, and the

OHLONE COMMUNITY COLLEGE DISTRICT  
43600 Mission Boulevard  
Fremont, California 94539-0390  
(510) 659-6000

hereinafter called the District.

### WITNESSETH:

WHEREAS, Contractor has special expertise in Environmental Management Systems/Green Manufacturing for the 21<sup>st</sup> Century and

WHEREAS, the District desires the services of the Contractor;

The parties agree as follows:

1. The period of this agreement shall be from June 8, 2005 through June 30, 2005.
2. The contractor shall provide the following consulting services:
  - Develop training materials and curricula so that participants of program will get an overview of environmental issues impacting New United Motors Manufacturing Incorporated (a grant partnering entity) and participate in a forum of discussion including but not limited to reducing, reusing and recycling resources. Topics to be included within the training material and curricula may include:
    - Overview: Sustainability – what is it and what does it mean in practice?
    - Key environmental issues
      - Biggest source of pollution?
      - What role does industry play?
      - What role do individuals play?
    - What are the problems facing NUMMI?
      - Renewable and nonrenewable resources; green energy, solid waste, air pollution

Increase in greenhouse gases  
 Consumption of non-renewable resources for energy and manufacturing  
 Contamination/pollution of the oceans  
 Food supply and distribution  
 Extensive use of chemicals in the environment  
 Waste, energy, water management  
 Conservation efforts that pay off  
 Best practices – Toyota and other manufacturers  
 It's not just good business; it's good citizenship  
 What could YOU do to improve sustainability? What could NUMMI do?  
 Develop strategies  
 Develop action plan  
 Implement Kaizens  
 Getting the word out at NUMMI – how can we increase awareness at NUMMI?

- Curricula and training material development will be performed in direct consultation with grant partnering entity New United Motors Manufacturing Incorporated.
- The delivery of two (2) workshops (four hours in length) of the developed training materials/curricula to be delivered at New United Motors Manufacturing Incorporated located in Fremont, California.
- The intended project activities, timeframe and responsibility for deliverables is illustrated below:

Activity	Timeline	Responsibility
<b>Procurement</b>		
Agreement Processing	6/7/05 through 6/8/05	Vicki Shipman
<b>Planning</b>		
Research & Development	6/7/05 through 6/10/05	ESG & Stuart Rupp
<b>Marketing</b>		
dBase Development	6/7/05 through 6/8/05	Stuart Rupp
Invitation/Notification	6/13/05 through 6/15/05	Stuart Rupp
<b>Logistics</b>		
Room & Refreshments	6/15/05	Gabrielle & Toni
<b>Personnel</b>		
HR Filing	6/30/05	Gabrielle & Toni
<b>Training</b>		
Date Selection	6/7/05 through 6/10/05	ESG & Stuart Rupp
Delivery	Tentative Last Week June	ESG

3. The District shall pay the Contractor a fixed fee of \$8,000.

Payment shall be made by the District after completion of the services and upon the submittal of an invoice to the District approved by the Dean of Entrepreneurial Programs.

4. The District shall not be liable to the Contractor for personal injury or property damage sustained by her/him in the performance of this contract, whether caused by herself/himself, the District, its officers, agents or employees, or by any third person.

5. The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, its officers, its employees, and representatives from and against all liability, loss, cost, and obligation on account or arising from the negligent acts or omission of the contractor in the performance of the services herein provided.

6. While performing service hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the District.

7. We reserve the right to cancel this offering at our discretion.

8. Neither party shall assign this agreement nor any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written.

-Contractor-

-District-

ENVIROSYSTEMS GROUP

OHLONE COMMUNITY  
COLLEGE DISTRICT

By \_\_\_\_\_  
Susan Sakaki  
Title: Partner

By \_\_\_\_\_  
Leta Stagnaro  
Title: Dean, Entrepreneurial Programs

Date: \_\_\_\_\_

Date: \_\_\_\_\_