

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Doug Treadway

DATE: April 26, 2006

SUBJECT: Renewal of Contract with the State of California Department of Rehabilitation and the Tri-Cities One Stop Career Center, Newark

The Workforce Investment Act, which is the legislation that supports the operation of the Career Center in Newark, calls for the One-Stops to have "mandated partners." These "mandated partners" are asked to contribute to the One-Stop Career Centers. (I.E. Financial, Staffing, etc.) The following contract is the State of California Department of Rehabilitation contribution to the Tri-Cities One-Stop Career Center, Newark. The Department of Rehabilitation will pay the Ohlone Community College District \$422.40 for fiscal year 2006.

RECOMMENDATION

The President/Superintendent recommends that the Board of Trustees authorize the President/Superintendent to sign this contract with the State of California Department of Rehabilitation.

Attachments

AGREEMENT NUMBER 26333
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Ohlone Community College District

2. The term of this Agreement is: **February 1, 2006 -Through- June 30, 2006**

3. The maximum amount of this Agreement is: **\$ 422.40**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this Reference made a part of the Agreement:

- Exhibit A - Scope of Work 1 Page(s)
- Exhibit B - Budget Detail and Payment Provision 2 Page(s)
- * Exhibit C - General Terms and Conditions GTC 1005 10/03/2005
- Exhibit D - Special Terms and Conditions 1 Page(s)

*View at www.dgs.ca.gov/contracts

* Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/standard+language.

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

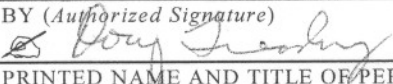
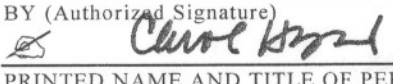
CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Ohlone Community College District	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 4-18-06
PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Doug Treadway President/Superintendent	
ADDRESS P.O. Box 3909, Fremont, CA 94539-0390	
STATE OF CALIFORNIA	
AGENCY NAME Department of Rehabilitation	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 3-13-03
PRINTED NAME AND TITLE OF PERSON SIGNING Carol Hyland, District Administrator	
ADDRESS 1485 Enea Court, Ste. 1100, Concord, CA 94520	
<input type="checkbox"/> Exempt Per _____	

EXHIBIT B

OHLONE COMMUNITY COLLEGE DISTRICT

THE TRI CITIES

ONE STOP CAREER CENTER - NEWARK

BUDGET DETAIL AND PAYMENT PROVISIONS

A. DOR's Shared Cost

1. Office Space – Space to have confidential meetings with DOR and one-stop consumers.

- Monthly Amount: \$ 9.12
- Annual Amount:
(2/1/06 – 6/30/07) \$ 45.60

Total Amount for

- **Term of Agreement** \$ 45.60
- Allocation Method: 96 sq. ft. x \$1.90 = \$182.40 per month x 0.5% use = \$9.12 per mo.

2. Common Space – Space to use computers for job search and to conduct orientations.

- Monthly Amount: \$ 37.68
- Annual Amount:
(2/1/06 – 6/30/07) \$ 188.40

Total Amount for

- **Term of Agreement** \$ 188.40
- Allocation Method: 1983 sq. ft. x \$1.90 = \$3,767.70 per month x 1% use = \$37.68.

SPECIAL TERMS AND CONDITIONS

I. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

II. Settlement of Disputes

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the contractor and State shall be brought to the attention of a designated representative of each party for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s) at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court competent jurisdiction.

The State and the contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this contract which are not affected by the dispute.

III. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bone fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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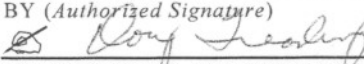

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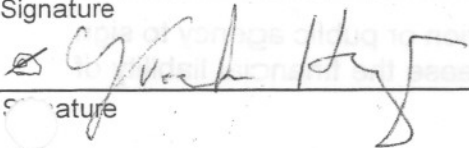



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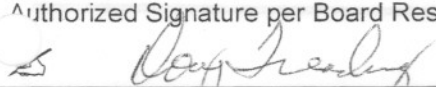
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CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Ohlone Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 4-18-06	
PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Doug Treadway, President/Superintendent		
ADDRESS P.O. Box 3909, Fremont, CA 94539-0390		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 3.13.06	
PRINTED NAME AND TITLE OF PERSON SIGNING Carol Hyland, District Administrator		
ADDRESS 1485 Enea Court, Ste. 1100, Concord, CA 94520		<input type="checkbox"/> Exempt Per _____

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 2000 Evergreen Street Sacramento, California 95815-3832	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) Ohlone Community College District Tri-Cities One Stop Career Center 39899 Balentine Dr. Suite 220 Newark CA 94560
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) Yvonka Headley	Title (Please Type or Print) Director, Tri-Cities One Stop Career Center
Signature 	Name (Please Type or Print) Leta Stagno	Title (Please Type or Print) Dean, Newark Ohlone Center
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution 	Name (Please Type or Print) Dr. Douglas Treadway	Date Signed 4/18/06
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