TO: Board of Trustees  
FROM: Douglas Treadway  
DATE: December 13, 2006  
SUBJECT: Approval of Contract Addendum for State of California Purchase Card Program  

The District has been utilizing the State of California, Department of General Services (DGS) CalCard Purchase Card Program since the Board first approved its use in 1997.

DGS has recently signed a new five-year agreement with U.S. Bank National Association ND for the CalCard Services. For the District to continue the use of this program, the attached addendum is required.

The CalCard program has been successful for the District since it saves time and money, largely through consolidating and streamlining paperwork.

RECOMMENDATION

The President/Superintendent recommends that the Board of Trustees approve the Contract Addendum with the State of California Department of General Services for the Purchase Card Program.

Attachments: Addendum to State of California Purchase Card Program
ADDENDUM TO STATE OF CALIFORNIA PURCHASE CARD PROGRAM
MASTER SERVICES AGREEMENT (DGS MSA 5-06-99-01)

This Addendum ("Addendum") to the State of California Purchase Card Program Master Services Agreement (DGS MSA 5-06-99-01) (the "Agreement") between the Department of General Services ("DGS") on behalf of the State of California, and U.S. Bank National Association ND ("U.S. Bank"), is made this 13th day of December, 2006, by the Ohlone Community College District ("Participating Agency") for the purpose of becoming a Participating Agency as that term is defined in the Agreement. The Master Services Agreement DGS MSA 5-06-99-01 and its amendments are incorporated by reference and made a part of this Addendum.

RECATIALS:

A. DGS has entered into the Agreement for the purpose of making available for Participating Agency's use a purchase card program as described in the Agreement; and

B. The Agreement contemplates the inclusion of Participating Agencies by a process of voluntary execution of an addendum; and

C. The Participating Agency has received a copy of the Agreement and after thorough review of the Agreement desires to become Participating Agency as that term is defined in the Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Agreement, which is incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agency, and U.S. Bank agree as follows:

1. The Participating Agency agrees to accept and perform all duties, responsibilities and obligations required of Participating Agency as set forth in the Agreement. CAL-Cards shall be issued to employees of the Participating Agency upon execution of this Addendum by the Participating Agency and U.S. Bank. U.S. Bank shall submit invoice(s) to the Participating Agency at the address indicated herein.

2. U.S. Bank is authorized to place the seal or logo of the Participating Agency on the CAL-Cards issued to employees of the Participating Agency for the sole purpose of identifying the card for official use only. Such seal or logo shall be subject to use limitations as apply to the State seal on Page 3 of the Agreement.

3. The Participating Agency shall make monthly payments as provided in the Agreement to U.S. Bank of the full amount of the official monthly invoice by causing a check or checks or a warrant or warrants to be issued payable to the order of U.S. Bank on demand or by use of an Automated Clearing House or Electronic Data Interchange to make such payment to U.S. Bank.

4. The Participating Agency shall provide U.S. Bank with a copy of its audited financial statements within sixty (60) days of completion and, upon request of U.S. Bank, such other financial information as may be reasonably requested.

5. Either party may terminate this Addendum at any time by giving a thirty (30) days written notice to the other party, whether or not such other party is in default.

6. The Participating Agency declares that CAL-Cards shall be used for official Participating Agency purchases only, and shall not be used for individual or consumer purchases nor to incur consumer debt. The Participating Agency warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Addendum and the Participating Agency will not allow purchases to be made with CAL-Cards or incur any other financial obligation hereunder or under the Agreement prior to determining that existing appropriations available therefore are sufficient in amount to pay for such purchases or such other financial obligations.
7. The contact notice address for the Participant is:

<table>
<thead>
<tr>
<th>Program Manager Name</th>
<th>Marian Castaneda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Agency Name</td>
<td>Ohlone Community College District</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>43600 Mission Blvd.</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Fremont, CA 94539</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:mcastaneda@ohlone.edu">mcastaneda@ohlone.edu</a></td>
</tr>
</tbody>
</table>

8. The agreements of the Participating Agency set forth in this Addendum and the Agreement constitute valid, binding and enforceable agreements of the Participating Agency and all extensions of credit made pursuant to this Addendum and the Agreement to the Participating Agency will be valid and enforceable obligations of the Participating Agency in accordance with the terms of the Agreement and this Addendum. The execution of this Addendum and the performance of the obligations hereunder and under the Agreement are within the powers of the Participating Agency, have been authorized by all necessary action and do not constitute a breach of any agreement to which the Participating Agency is a party or is bound. The signer of this Addendum further represents and warrants that he or she is duly authorized by an applicable constitution, charter, code, law resolution or other governmental authority to enter into transactions of this nature. Participating Agency represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participating Agency to be duly bound by this Addendum. This Addendum requires approval as to form by the Attorney for the Participating Agency. If this Addendum is not approved as to form by the Attorney for Participating Agency, the completion of the attached Certificate of Authority is required and must accompany this Addendum.

Ohlone Community College District
Legal Name of Participating Agency

(Signature of Authorized Individual)
Marian Castaneda
(Printed Name of Authorized Individual)
Director of Purchasing, Contract Administration & Auxiliary Services
(Printed Title of Authorized Individual)

U.S. Bank National Association ND

(Charles L. Wilkins)
(Vice President)

(Approved as to form)

(Signature of Attorney for Participating Agency)

Stephen L. Hartsell, School and College Legal Services of California
(Printed Name of Attorney)