

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

- Consent Agenda

FROM: Dr. Gari Browning

DATE: November 12, 2008

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

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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 \$1,966.00 through June 30, 2011.

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

**GRANT/CONTRACT SIGNATURE AUTHORIZATION**

DR 325 (Rev. 12/98)

**GRANTEE/CONTRACTOR:**





STATE OF CALIFORNIA  
 Department of Rehabilitation  
 721 Capitol Mall  
 Sacramento, California 95814

**SUBGRANTEE/CONTRACTEE:**

(Legal Corporation/Public Agency Name &amp; Address)

Ohlone Community College District  
 Tri-Cities One Stop Career Center  
 39399 Cherry St., Room 1211  
 Newark CA 94560

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)	Title (Please Type or Print)
	Tina Dodson	Director, 1 Stop Career Center
		
		
		

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

Authorized Signature per Board Resolution



Name (Please Type or Print)

Gari Browning

Date Signed

Original  
 Amendment # \_\_\_\_\_

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FULL Name of Corporation or Public Agency

Ohlone Community College District, Tri-Cities One Stop Career Center

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation, and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person:

Name of Person Authorized to Sign Agreement	Title of Person Authorized to Sign Agreement
Dr. Gari Brwoning	President/Superintendent

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.

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**CERTIFICATION**

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

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Address Where Board Meeting Held

Date of Board Meeting	Signature of Recording Secretary	Date Signed

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CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Ohlone Community College District Tri-Cities One Stop Career Center		<i>Federal ID Number</i> 94-2378181
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Dr. Gari Browning, President/Superintendent		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



AGREEMENT NUMBER <b>27191</b>
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**
- The term of this Agreement is: **July 1, 2008 -Through- June 30, 2011**
- The maximum amount of this Agreement is: **\$ 1,966.00**
- 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 307		03/28/07
Exhibit D - Special Terms and Conditions	1	Page(s)	

\* 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](http://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.) <b>Ohlone Community College District</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Dr. Gari Browning, President</b>		
ADDRESS <b>43600 Mission Blvd., Fremont, CA 94539-0390</b>		
STATE OF CALIFORNIA		
AGENCY NAME <b>Department of Rehabilitation</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Carol Hyland, District Administrator</b>		
ADDRESS <b>1515 Clay Street, Oakland, CA 94612</b>		
		<input type="checkbox"/> Exempt Per _____

## **EXHIBIT A**

### **OHLONE COMMUNITY COLLEGE DISTRICT**

#### **ONE STOP CAREER CENTER - NEWARK**

### **SCOPE OF WORK**

#### **I. Introduction**

Department of Rehabilitation (DOR) will financially participate in the operating costs of those One-Stop Centers in which DOR staff is co-located. In accordance with the Memorandum of Understanding (MOU) #035, Terms and Conditions, the agreed allocation and payment of the operating costs of the one-stop centers that is attributable to DOR are outlined in Exhibit B.

#### **II. Services To Be Provided**

DOR agrees to provide vocational rehabilitation services in accordance with the MOU #035 to individuals whom DOR determines to be eligible for such services, and for whom such services are necessary and appropriate, consistent with federal and state law.

#### **III. Location**

The Tri Cities One-Stop Career Center-Newark, 39399 Cherry Street,  
Newark, CA 94560

#### **IV. Contract Administrator**

Department of Rehabilitation

Theresa Woo  
1515 Clay St  
Oakland, CA 94612  
(510) 622-2791

email: [twoo@dor.ca.gov](mailto:twoo@dor.ca.gov)

Ohlone Community College District

Dr. Gari Browning, President  
43600 Mission Blvd.  
Fremont, CA 94539-0390  
(510) 742-2320  
(510) 742-2332, Fax

email: [tdodson@ohlone.edu](mailto:tdodson@ohlone.edu)

## EXHIBIT B

### OHLONE COMMUNITY COLLEGE DISTRICT

### 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.

- Annual Amount:

\$ 125.16

**Total Amount for**

- **Term of Agreement** \$ 375.48

- Allocation Method: 97 sq. ft. x \$2.15 = \$208.55 per month x 0.5% use = \$10.43 per mo.

2. Common Space – Space to conduct orientations, training session and group meetings for DOR clients and potential applicants.

- Annual Amount:

\$ 530.16

**Total Amount for**

- **Term of Agreement** \$1,590.48

- Allocation Method: 411 sq. ft. x \$2.15 = \$883.65 per month x 5% use = \$44.18 per month.

B. Invoicing and Payment. Upon receipt and approval of the invoices by the Contractor Administrator, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein. The invoice must be submitted on contractor's letterhead signed by authorized representative, and include

- ❖ Agreement number
- ❖ Time period covered
- ❖ The applicable rate and total dollar amount

Submit invoices to: Department of Rehabilitation  
Theresa Woo  
1515 Clay St  
Concord, CA 94612

Payment shall be in arrears contingent upon receipt of a (monthly/quarterly) invoice received and approved by the designated representative(s).

B. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.

C. Budget Contingency Clause. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

## EXHIBIT D

### 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 in the State of California.

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.