

***SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
AGREEMENT WITH  
San Mateo County on behalf of the Workforce Investment Board***

This Agreement entered by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "District") and **San Mateo County on behalf of the Workforce Investment Board**, having its principal business address at: 400 Harbor Blvd., Building B, Belmont, CA 94002 (hereinafter called "Contractor").

WHEREAS, it is necessary and desirable that Contractor be engaged by District for the purpose of performing services hereinafter described;

NOW, THEREFORE, in consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms and conditions set forth herein and in Exhibit A attached hereto and by this reference made a part hereof, and, in consideration of the services rendered in accordance with all terms and conditions set forth herein and in Exhibit A, District shall make payment to Contractor in the manner specified in Exhibit A.

1. TERM AND TERMINATION. This Agreement shall commence July 1, 2011 and terminate on June 30, 2012. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.
2. AMENDMENTS. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
3. GOVERNING LAW AND EXTENT OF AGREEMENT. This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California and constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.
4. INDEPENDENT CONTRACTORS. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever. Contractor shall have no authority, expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.
5. TIME OF PERFORMANCE. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

6. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. District is an equal opportunity employer. By entering into this Agreement, Contractor certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. Contractor's personnel policies shall be made available to District upon request.
7. LICENSES, PATENTS, PERMITS. Contractor shall apply for and maintain in current status all licenses, patents and permits necessary in performance of the work required under this Agreement.
8. LIABILITY AND INSURANCE. Contractor shall be responsible for all damages to persons or properties that occur as a result of Contractor's or Contractor's employees fault or negligence in connection with the performance of this Agreement.

Contractor is self-insured and a combination thereof, and maintain during the life of this Agreement, Comprehensive General Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate; property damage insurance in an amount not less than \$2,000,000 per occurrence; and business automobile liability insurance in an amount not less than \$2,000,000 including coverage for owned, non-owned and hired vehicles.

Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code (select one):

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of the Agreement.

Certificates of Insurance for coverages required herein shall be filed with District's Executive Vice Chancellor *prior to the commencement of work*. The certificates shall provide that if the policy or policies be canceled by the insurance company or Contractor during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to District's Executive Vice Chancellor. The certificates shall also show the information that the San Mateo County Community College District is named on Contractor's Comprehensive General Liability and Property Damage policies as co-insured or added thereon by endorsement as a named insured or additional insured.

9. MUTUAL INDEMNIFICATION. Contractor shall indemnify and save harmless District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from performance of any work by Contractor, its officers, agents, employees and/or servants that is required under this Agreement.

District shall indemnify and save harmless Contractor, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from performance of any work by District, its officers, agents, employees and/or servants that is required under this Agreement.

10. ASSIGNABILITY. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written

consent in violation of this paragraph 10 is null and void and automatically shall terminate this Agreement. In the event of any assignment, Contractor shall remain liable to District as principal for the performance of all obligations under this Agreement.

11. FAILURE TO PERFORM. If, at any time, in the opinion of District, Contractor fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of Contractor to be performed, kept, and observed, District may give Contractor written notice to correct such conditions or cure such default; and if any such condition or fault shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon District or its duly authorized representative may employ other parties to carry this Agreement to completion as District may deem proper.
12. FORCE MAJEURE. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
13. DISPUTE RESOLUTION. Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.
14. SEVERABILITY. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.
15. WAIVERS. No waiver of default by District of any terms or conditions hereof to be performed, kept, or observed by Contractor shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained.
16. NOTICES. All notices to be given between the parties hereto shall be in writing and may be served by commercial express/overnight courier service or by depositing the same in the United States mail, postage prepaid and certified receipt requested and addressed to:

"DISTRICT"  
**San Mateo County Community College District**  
Jan Roecks, Director of General Services  
3401 CSM Drive  
San Mateo, CA 94402

**"CONTRACTOR"**

**San Mateo County on behalf of the Workforce Investment Board**

Mike Curran, Interim Workforce Development Manager  
262 Harbor Boulevard, Building A  
Belmont, California, 94002

Either party by written notice to the other party may change the address of the notice or the names of the persons or parties to receive written notices.

17. EXPENDITURE OF PUBLIC FUNDS. Contractor agrees to comply with Government Code Section 8546.7 which provides that any contract involving expenditure of public funds in excess of \$10,000 requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the contract.
18. CAPTIONS. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
20. EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

***SAN MATEO COUNTY COMMUNITY  
COLLEGE DISTRICT***

***CONTRACTOR***

By: \_\_\_\_\_

Jan Roecks,  
Director of General Services

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

By: \_\_\_\_\_

Adrienne Tissier, President  
San Mateo County Board of Supervisors

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

## EXHIBIT A - INVOICING

Services shall be billed to “San Mateo County Community College District” and **become payable upon presentation of detailed invoice(s) specifying services provided and costs associated with those services during the activity period.** The following is a quarterly schedule for invoicing:

<i>Invoice</i>	<i>Invoice Date</i>	<i>For Activities During Period:</i>
1	10/5/2011	July 1, 2011 - September 30, 2011
2	1/5/2012	October 1, 2011 – December 30, 2011
3	4/5/2012	January 1, 2012 – March 31, 2012
4	6/5/2012	April 1, 2012 – June 30, 2012

The sum of all invoices for the fiscal year beginning July 1, 2011 and ending June 30, 2012 shall not exceed the indicated value:

<b>Partner</b>	<b>Fiscal Year 2011-2012</b>
San Mateo County <b>on behalf of the Workforce Investment Board</b>	120,000

**The total amount paid under this Agreement shall not exceed \$120,000.**

Invoices shall be sent to: SMCCCD, Accounts Payable Office, 3401 CSM Drive, San Mateo, CA 94402 with a copy sent to: Barbara Lamson, Skyline College, 3300 College Drive, San Bruno CA 94066.

## **EXHIBIT B – PROJECT DESCRIPTION**

The San Mateo County Community College District through Skyline College is implementing the Career Advancement Academy (CAA), a project targeting youth for bridge coursework and career technical education funded by the California Community College Chancellors Office. The timeframe of the grant is 15 months, commencing on April 1, 2011 and terminating on June 30, 2012. The grant is renewable for three years.

The following describes a subgrant designated in the grant award for the project's partner, San Mateo County, on behalf of the Workforce Investment Board, in the amount of \$120,000.

### **Highlights of Grant Activities Include:**

- 1) **Local Collaborative** - Create a regional industry-education partnership of community colleges, the Workforce Investment Board, non-profits and employers, to provide training and career pathways in health care for San Mateo County. The partnership will work collaboratively to connect the needs of the community workforce with clean energy training and resources.
- 2) **Training Programs and Implementation** – Create and provide training through the SMCCCD Career Advancement Academies to 150 underserved students, particularly youth. Special emphasis will be placed contextualized basic skills, direct bridges to allied health training and leveraging college and partner supportive services.
- 3) **Capacity Building** – Create allied health career pathways to provide multiple entry and exit points into health care, including training at the K-12 system, CBO training centers and community colleges.

This subgrant provides funding to assist San Mateo County on behalf of the Workforce Investment Board with linking the CAA resources with potential clients. This program component will support the grant's goal of training a new workforce in allied health.

**EXHIBIT C - PROJECT OBJECTIVES  
FOR SAN MATEO COUNTY ON BEHALF OF THE WORKFORCE INVESTMENT BOARD**

*Dates are subject to change on agreement between SMCCCD and Contractor.*

1. **San Mateo County on behalf of the Workforce Investment Board** will actively participate in CAA meetings and communications where appropriate. (July 1, 2011 – June 30, 2012)
2. **San Mateo County on behalf of the Workforce Investment Board**, along other Career Advancement Academy partners, will assist Skyline College to complete quarterly, Mid-Program and Summative Evaluations. (July 1, 2011 – June 30, 2012)
3. **San Mateo County on behalf of the Workforce Investment Board** will assist Skyline College with wrap-around support services and case management services necessary to promote student success. (July 1, 2011 – June 30, 2012)
4. **San Mateo County on behalf of the Workforce Investment Board**, will refer candidates for CAA course programs including and assist with outreach to youth and other clients to link them to CAA resources. (July 1, 2011 – June 30, 2012)
5. **San Mateo County on behalf of the Workforce Investment Board**, will lead the continuation of a county-wide health care sector organization that includes employers, community colleges, training providers and CBOs in San Mateo County. Group membership will be determined jointly by the SMCCCD and the SMCWIB. SMCWIB staff will interview members individually or in a group to determine workforce and training needs which will be used to develop a county-wide action plan in allied health. SMCWIB staff will convene at least two meetings of the whole group. Ongoing progress in this grant will be shared with the group. Next steps for development will be agreed upon by June of 2012 and the SMCWIB will dedicate resources in 2012-2013 to take appropriate follow-up actions. (July 1, 2011 – June 30, 2012)
6. **San Mateo County on behalf of the Workforce Investment Board**, will support outreach efforts and curriculum development as needed for the Allied Health courses for High School and Regional Occupational Program students and faculty. (July 1, 2011 – June 30, 2012)