



Cabrillo Community College District
 6500 Soquel Drive • Aptos, California 95003
 TEL: (831) 479-5764 FAX: (831) 477-5640 WAREHOUSE: 831-479-5046
 EMAIL: purchasing@cabrillo.edu
WAREHOUSE HOURS: M-F 7:30 am-noon, 12:30 pm – 3:30 pm

PURCHASE ORDER

B0029039

This number must appear on all invoices, packages, freight bills, etc.

Not Applicable
 (Shipping/Delivery)

SHIP TO:

San Mateo CCD
 District Accounting Office
 3401 CSM Dr.
 San Mateo CA 94402

THE TERMS AND CONDITIONS LOCATED AT THE FOLLOWING URL
<https://www.cabrillo.edu/purchasing/>
 [see PO Terms & Conditions for Goods and Services]
 ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER
 INVOICES - PLEASE SUBMIT INVOICES TO: ap@cabrillo.edu

ORDER DATE	DATE REQUIRED	F.O.B.	SHIP VIA	TERMS
02/09/23	07/13/23			Net 30
QUANTITY / UNIT	VENDOR PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		BLANKET PURCHASE ORDER BAY AREA COMMUNITY COLLEGE CONSORTIUM - CANADA COLLEGE SWP ROUND 7 ALLOCATION - FOR SAN MATEO COUNTY CCD ON BEHALF OF CANADA COLLEGE FOR SUB-GRANTEE WORK UNDER EDUCATION CODE 88820-88826 'STRONG WORKFORCE PROGRAM' - PERIOD OF PERFORMANCE: 7/1/22 THROUGH 6/30/24 THIS BPO EXPIRES 6/30/23 - NOT TO EXCEED: \$436,558.00	436,558.00	

TOTAL: 436,558.00

APPROVED:


 AUTHORIZED SIGNATURE



9528

PURCHASE REQUISITION FOR A Blanket Purchase Order Request

Fiscal Year: 22-23

Date: 1/27/2023 Vendor San Mateo County CCD

Division/Dept. BACCC Address 3401 CSM Dr

Requested by: Tootsie Torres

Phone Ext: 5555 San Mateo, CA 94402

Deliver : CC: BPO@baccc.net Vendor No. 0002863

Budget Number: 12-0-6043-6010-574000-979 % 100.00% \$ \$436,558.00

Description (include style, color, etc.)	Amount
<p>BAY AREA COMMUNITY COLLEGE CONSORTIUM</p> <p>FOR SAN MATEO COUNTY CCD ON BEHALF OF CANADA COLLEGE FOR SUB-GRANTEE WORK UNDER EDUCATION CODE 88820-88826 'STRONG WORKFORCE PROGRAM'</p> <p>PERIOD OF PERFORMANCE: 7/1/22-6/30/24 THIS BPO EXPIRES: 6/30/23</p>	\$436,558.00
<p>PO to Attn:</p>	<p>Special Instructions Canada College - SWP Round 7 Allocation; Email BPO@baccc.net</p>

Total \$436,558.00

APPROVED
By Krislyn Delgado at 9:29 am, Jan 31, 2023

AT LEAST 2 SIGNATURES REQUIRED FOR APPROVAL:

Kathleen Raymundo Date 1/30/23
Requestor / Project Coordinator

Tootsie Torres Date 1/27/23
Administrative Approval (Budget Officer)

SEE ATTACHED

V.P. Signature (or Designee) _____ Date _____
Required if amount is \$5,000 or above

B29039

TR#
0
4
2
1
6
3

Rev 08/19	PO #	APPROVED	PV#	Amount
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By Alex Strudley at 3:10 pm, Feb 01, 2023

Checklist for CC SWP ROUND 7 Regional Contracts/BPO Requests
San Mateo County CCD on behalf of
Canada College

- BACCC - Complete Contract from** Canada College
 - Designated contacts - Exhibit A
 - Confirm Authorized Signer, Primary, Fiscal and Reporting Contacts
 - Signatures (Subagreement page 10 and Exhibit B)
 - Subagreement and Exhibit B - Signed and dated by College
 - Entire Exhibit B signed and dated by Rock
 - Exhibit C is not signed & will be included if applicable
 - Completed and signed W-9 form
 - Completed and signed Vendor Information Form
 - Current and compliant Liability and Workers Comp Insurance certificates

- BPO Packet Checklist**
 - BPO Cover Sheet
 - Cover Sheet signed by Kate and Tootsie
 - Vendor Name and address is correct/agrees with W-9
 - VPI Robin McFarland allocation approval memo - signed
 - Write "See Attached" on VP Signature line
 - Copy and Paste below BPO Statement Template on Cover Sheet
 - Confirm budget string is **12-0-6043-6010-574000-979**
 - Confirm unspent allocation amount \$ **436,558**
 - Include Complete Contract packet from College as defined above
 - Save packet as pdf file named clearly for BPO for submission to BSO
 - Submit to Business Office via BSO Submission Form
 - Store packet on Shared Drive and ClickUp
 - Post entry on Clickup Fiscal Tracking Sheet
 - Attach BSO submission confirmation email to Clickup Fiscal Tracking task

BSO Audit Steps

- Review budget string, etc, and stamp approved
- Email BPO@baccc.net if audit cannot be completed

Purchasing

- Review packet and email BACCC (BPO@baccc.net) if questions
- Sign contract
- Enter into Datatel
- Email completed BPO to BPO@baccc.net - **not to grantee**

BPO STATEMENT TEMPLATE

BAY AREA COMMUNITY COLLEGE CONSORTIUM

FOR SAN MATEO COUNTY CCD ON BEHALF OF CANADA COLLEGE

FOR SUB-GRANTEE WORK UNDER EDUCATION CODE 88820-88826 'STRONG WORKFORCE PROGRAM'

PERIOD OF PERFORMANCE: **7/1/2022 - 6/30/2024**

THIS BPO EXPIRES: **6/30/2023**

CC SWP Round 7 VPI Approval Memo FY22-23

To streamline the contract signature and approval process at Cabrillo CCD, the Fiscal Agent for the FY22-23 Round 7 Bay Region Community College 40% Strong Workforce Program Regional Share grants, I approve Blanket Purchase Requisitions with each institution for a total amount not to exceed the sum of \$17,175,949 in available Strong Workforce Funds directly allocated to Community College Districts and \$2,602,415 allocated for Round 7 Regional Joint Ventures, an overall total of \$19,778,364 for the Bay Region.

Blanket Purchase Requisition total amounts will vary from the Regional Direct-to-College Allocations depending on whether Districts have received a portion of the Regional Joint Venture Fund and inter-district transfers of funds to support cooperative efforts. **Actual contract allocations per budgeting institution can be found in Exhibit B of each contract.**

Please consider this approval as a signature on each Blanket Purchase Requisition.

Robin McFarland 11/22/22
 Robin McFarland
 Interim Assistant Superintendent/Vice President of Instruction
 Cabrillo College

CC District	Direct-To-College Round 7 Allocations
Cabrillo CCD	728,730
Chabot-Las Positas CCD	1,218,510
Contra Costa CCD	2,019,765
Foothill - De Anza CCD	1,685,500
Gavilan CCD	468,421
Hartnell CCD	764,178
Marin CCD	291,797
Monterey Peninsula CCD	473,796
Napa Valley CCD	311,686
Ohlone CCD	507,351
Peralta CCD	1,256,762
San Francisco CCD	1,433,365
San Jose Evergreen CCD	1,543,104

San Mateo County CCD	1,616,174
Solano CCD	696,194
Sonoma County JCD	1,208,765
West Valley-Mission CCD	951,851
Total	17,175,949

**BAY AREA COMMUNITY COLLEGE CONSORTIUM
STRONG WORKFORCE PROGRAM REGIONAL FUND AGREEMENT
BETWEEN
CABRILLO COMMUNITY COLLEGE DISTRICT
and
San Mateo County CCD on behalf of Canada College**

This Agreement is between Cabrillo Community College District, hereinafter referred to as “Fiscal Agent,” and San Mateo County CCD on behalf of Canada College, hereinafter referred to as “Subrecipient”. The Fiscal Agent and Subrecipient are also referred to collectively as “Parties” and individually as “Party.” This Agreement is based on the Strong Workforce Program Regional Fund Agreement between the Fiscal Agent and the California Community Colleges Chancellor’s Office, i.e., Prime Sponsor, and is effective to cover Strong Workforce Program allocations and schedules identified in Exhibit B. This agreement may be extended to include additional Allocations through amendments to Exhibit B.

WHEREAS, the Fiscal Agent has received funds for the Strong Workforce Program Regional Consortia allocation from the California Community Colleges Chancellor’s Office (hereinafter “Sponsor”), for the purpose of implementing the program entitled Strong Workforce Program established by Education Code Sections 88820-88826 (hereinafter “Program”).

WHEREAS, the Fiscal Agent has been designated as the Regional Fiscal Agent for the Program for the Bay Area Community College Consortium (hereinafter “BACCC”) and is responsible for dispensing, monitoring and auditing sub-grants developed with each community college district within the region once spending decisions have been authorized by the CTE Regional Consortium as stipulated in Strong Workforce legislation.

WHEREAS, Fiscal Agent, Cabrillo Community College District, has the right to enter into agreements with outside entities for various services with the approval of its Board of Trustees; and

WHEREAS, the Subrecipient is a community college district, located within the boundaries of the regional consortium, and agrees to participate in the BACCC in accordance with the rules and procedures as approved by the Prime Sponsor and as stipulated in the Strong Workforce Program.

NOW, THEREFORE, the Parties agree as follows:

1. PERIOD OF PERFORMANCE

The period of performance for this Agreement is specified in Exhibit B of this agreement, unless terminated earlier in accordance with this Subcontract or modified by mutual written agreement.

Extensions to this agreement may be made through amendments to Exhibit B.

2. CERTIFIED PROJECT PLANS

Subrecipient shall perform the Scopes of Work detailed using individually certified Project Plans contained in NOVA (nova.cccco.edu). Certified Project Plans covered by this agreement are those plans entered on the on-line Regional Strong Workforce Program platform, NOVA, in which the Subrecipient has committed Strong Workforce Program 40% Regional funds on one or more budget line items, and which have been fully completed and formally *certified*, indicating the Subrecipient's certification that their expenditures in the project meet the intention and requirements of the Strong Workforce Program legislation. Such certified Project Plans shall fully detail the scope of work to be performed. By signing this Agreement, the Fiscal Agent and Subrecipient agree that the Certified Project Plans will be binding under this Agreement without further action by the Parties.

Subrecipient agrees to make the investments and to conduct the work as described in the Certified Project Plans submitted by or on behalf of the Subrecipient. Subrecipient agrees that funds will be used for the purpose of meeting the following goals established through the BACCC Regional Collaborative Planning Process:

- Goal A: Meet the needs of employers for well-qualified candidates for middle-skill positions that pay livable wages
- Goal B: Provide pathways that enable all Bay area residents to find employment and advance to livable wages
- Goal C: Ensure equity in participation, completion, and employment

3. TIMELY SUBMISSION AND UPDATING OF CERTIFIED PROJECT PLANS

In order to ensure timely and full expenditure of funds Subrecipient shall submit and certify Project Plans in NOVA, with budgets equal to the funds allocated to Subrecipient as shown in Exhibit B, by the deadlines established and communicated by the Chancellor's Office and BACCC. It is understood that Subrecipient's portfolio of projects and their budgets will evolve over time.

4. COLLABORATION

Where plans involve multiple Subrecipients, all Parties agree to work collaboratively with all other Subrecipients specifically referenced in the Project Plans in order to complete the Scope of Work and meet reporting requirements.

5. ALLOCATION

The total payment due to Subrecipient for performance under this Agreement is set forth in Exhibit B and is known as the Allocation. Exhibit B may be modified under the following circumstances:

- Transfer of funds to or from other colleges to carry out collaborative projects
- Reallocation of regional direct-to-college funds (see following paragraph)

- Recalculation of total regional allocations by the Chancellor's Office
- Direction from the Chancellor's Office
- Reallocations made by vote of the BACCC member colleges

Whereas the region is collectively responsible for fully expending the regional allocation within the specified timeline, and whereas failure to do so can result in a reduced allocation in the following round, it is necessary to have a process for reallocating funds when Subrecipients are unable to fully spend their allocation. In order to ensure the region is able to fully expend its allocation Subrecipient should regularly monitor its rate of expenditures and contact BACCC to discuss reallocation of funds as soon as possible if it becomes evident that Subrecipient may be unable to fully expend Allocation. BACCC will initiate a discussion about possible reallocation if the Subrecipient has not reported expenditures in NOVA equal to the amount of the advance payment listed in paragraph 7 by the end of the fourth quarter prior to the close of the performance period. If Subrecipient is unable to fully expend Allocation according to the established timeline, currently active or future allocations may be diminished by an amount equal to the under-expenditure.

6. BUDGET

Subrecipient agrees that expenditure of funds under the Agreement will be in accordance with the project budgets submitted by the Subrecipient in the Certified Project Plans submitted on NOVA (nova.cccco.edu) in accordance with Section 2, which by reference are incorporated into this Agreement.

Funds are to be utilized by the Subrecipient in accordance with the terms and conditions of both this Agreement and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office as published in the guidance section on the Strong Workforce Program website: StrongWorkforce.net

If there is a reduction in funding to the Fiscal Agent by the Chancellor's Office, the Fiscal Agent reserves the right to reduce Allocations to the Subrecipient up to and including a requirement to cease all expenditures of funds covered by this agreement with a 30-day notice. If such reductions occur, the subrecipient will be required to adjust the number of projects and the scope of projects in NOVA to accommodate the reduction in funding.

Subrecipient understands that the Allocation must be fully expended according to the schedule specified in Exhibit B. Subrecipient agrees to work with Fiscal Agent to accomplish Project revisions, transfers, and reallocations in a timely way to ensure all funds for the Allocation are fully spent or released and reallocated to another college that can fully spend the funds within the specified timeline.

7. PAYMENT

The Fiscal Agent shall make payments to the Subrecipient up to the amounts listed in Exhibit B.

Thirty percent (30%) of the Allocation will be issued as an advance payment to Subrecipient. With the exception of the advance payment, the Fiscal Agent shall reimburse Subrecipient for the cost of the work performed through an invoicing process, up to but not exceeding the amounts listed in Exhibit B.

8. INVOICES

Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs by Project. The first invoice for reimbursement must provide documentation for costs paid for with the advance as well as for those expenses for which reimbursement is requested. Invoices shall be submitted no more frequently than quarterly and no less frequently than after the close of each fiscal year, simultaneously with the final annual fiscal report. Invoices may be submitted at other times to accommodate large capital expenditures. Fiscal Agent may request additional back-up documentation for expenditures, if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any reports due on or before the date of the submitted invoice. Invoices should be submitted electronically to Fiscal Agent contact named in Exhibit A. Final invoices for all performance for the allocation under this Agreement are due simultaneously with the final fiscal report.

9. REPORTING

Subrecipient agrees to provide fiscal and programmatic progress reports and a final report according to the schedule provided by and as required by the California Community College Chancellor's Office and the Bay Area Community College Consortium. Subrecipient will be provided with thirty days notice of any changes to the reporting schedule.

10. MODIFICATIONS

Modifications to Plan Budgets

Modifications to the budgets, as detailed in the Certified Project Plans, are allowed without prior approval, as long as all budget items comply with the Strong Workforce Program requirements and authorized uses of funds and the purpose of the expenditures are clearly aligned with the Certified Project Proposal's description, intended outcomes, and workplan. When this is not the case either a new Project Proposal should be entered into NOVA and certified or the existing Project should be uncertified and modified to bring the Project Proposal and budget into alignment.

Transfer of Funds Between Projects

For projects that are fully contained within a college and have no other participating colleges, funds may be transferred from one project to another at the discretion of the Subrecipient. Projects affected by such transfers must have their description, intended outcomes and workplan adjusted as necessary to maintain alignment with the reallocated budget. Project Plan budgets must be updated in the online NOVA system to reflect these reallocations.

New Projects

New Projects, made possible through the reallocation of funds, should be entered into the NOVA system and certified by the Subrecipient as meeting the intention and requirements of the Strong Workforce Program legislation.

11. TIME EXTENSIONS

Subrecipient must spend the funds allocated through this Agreement within the timeframes as specified in Exhibit B.

12. CONTACTS

All invoices, supporting documentation, progress reports, and requests for modifications from the Subrecipient will be submitted online or via email to help@baccc.net as directed by BACCC. Contact information for these Fiscal Agent and Subrecipient roles is to be provided in Exhibit A, Contacts. Contacts may be updated at swpcontacts.baccc.net

Both Parties agree to notify the other, in writing, within 30 days of changes to project contacts.

13. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the California Community Colleges Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

14. SUBCONTRACTS

The Subrecipient agrees to be as fully responsible to the Fiscal Agent for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its subcontractors is independent from the obligation of the Fiscal Agent to make payments to the Subrecipient. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

15. RECORDS AND AUDITS

- A. The Subrecipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Agreement.

- B. The Subrecipient agrees that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Subrecipient agrees to

maintain such records relevant to the expenditure of each Allocation for possible audit for a minimum of three (3) years after the final payment for that particular Allocation or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.

If any audit or other actions involving the records for a particular Allocation has been started before the expiration of that Allocation's performance period, the records must be retained for that Allocation until the completion of the action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later.

16. NOTICES

A Party to this Agreement may give notice to the other Party by sending an email and receiving acknowledgement of its receipt. Such notice shall be effective when received. Each Party has the responsibility of keeping notice contact information accurate and current. Contact information is specified in Exhibit A, Contacts. Updates to contacts should be posted to swpcontacts.baccc.net

17. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of Fiscal Agent under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of expenditures to the Subrecipient. In the event that such funding is terminated or reduced, Fiscal Agent shall provide the Subrecipient with written notification of such determination and Fiscal Agent shall reimburse the Subrecipient for costs incurred up to the termination date insofar as it is able to do so from the pool of remaining State funds allocated to the Fiscal Agent. If Subrecipient has not fully spent funds advanced by the Fiscal Agent, Subrecipient agrees to return to Fiscal Agent funds unspent as of the date of reduction or termination. Notice shall be deemed served on the date of receipt by the Subrecipient; with receipt determined by certified mail delivery confirmation. Upon termination or reduction, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

18. DISPUTES

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and

provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent and/or the Prime Sponsor. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Subrecipient. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent receives from Subrecipient a written request to appeal said decision. Pending final decision of the appeal, Subrecipient shall act in accordance with the written decision of the Fiscal Agent or the Prime Sponsor, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. INDEMNIFICATION

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

20. INSURANCE

Acceptance of this agreement constitutes that Subrecipient is not covered under Fiscal Agent's general liability insurance and that Subrecipient agrees, during the term of this Agreement, to maintain, at the Subrecipient's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Subrecipient shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. **Workers' Compensation** – Subrecipient shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this agreement under the employ, supervision or control of Subrecipient, and is exempt from the requirement of naming the Fiscal Agent as Additionally Insured

- B. General Liability - The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.
- C. Automobile Liability - If automotive vehicles are operated by Subrecipient in Subrecipients performance of Subrecipient's obligations under this agreement, Subrecipient shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better. Subrecipient shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Subrecipient shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

"Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."

21. INDEPENDENT CONTRACTOR

The Subrecipient, in the performance of this Agreement, shall be and act as independent contractors and not as employees of Fiscal Agent. The Subrecipient understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Subrecipient assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Subrecipients shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Subrecipient's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Subrecipient's employees or independent subcontractors. The Subrecipient agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Subrecipient to withhold or pay any applicable tax, unemployment insurance or social security when due.

22. ASSURANCES

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code Sections 88820-88826, and with the guidance documents provided by the California Community College Chancellor's Office as posted on the

Guidance section of the Strong Workforce Program website: strongworkforce.net

By signing this Agreement the Subrecipient certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

23. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

25. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping Fiscal Agent from enforcing the terms of this Agreement.

26. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this agreement shall be resolved by giving precedence in the following order: (a) Exhibit B; (b) Regional Fund Agreement.

27. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

28. AGREEMENT IS COMPLETE

No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

29. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between the Cabrillo Community College District and San Mateo County CCD on behalf of Canada College, and are binding upon the Parties without any further action by the Parties.

IN WITNESS WHEREOF, all Parties agree.

FISCAL AGENT
Cabrillo Community College District
Alex Strudley
Director, Procurement and General Services

SUBRECIPIENT
San Mateo County CCD
Dr. Richard Storti
Executive Vice Chancellor of Administrative
Services



(signature)

2/1/2023

(date)

Storti, Richard Digitally signed by Storti, Richard
Date: 2022.12.08 05:59:56 -08'00'

(signature)

(date)

Exhibit A - Contacts Strong Workforce Program Fund Agreement
Canada College

Primary SWP Contact Person with primary responsibility for managing the SWP portfolio of investments at the college. Generally a CTE administrator.	Julian Branch Director of Workforce Development branchj@smccd.edu 650-306-3428 Canada College 4200 Farm Hill Blvd. Redwood City, CA 94061	
Authorized Signers Person authorized to sign contracts on behalf of the college.	Dr. Richard Storti Executive Vice Chancellor of Administrative Services stortir@smccd.edu 650-358-6789 SMCCCD 3401 CSM Drive San Mateo, CA 94402	
Fiscal Contact Person responsible for submitting or reviewing the financial reports to ensure they are backed up in General Ledger system. Usually from the college or district's business office.	Mary Chries Concha Thia College Business Officer conchathiam@smccd.edu 650-306-3243 SMCCCD 3401 CSM Drive San Mateo, CA 94402	
Reporting Contact Person responsible for submitting progress reports. May be the same as the Primary SWP Contact.	Julian Branch Director of Workforce Development branchj@smccd.edu 650-306-3428 Canada College 4200 Farm Hill Blvd. Redwood City, CA 94061	

BACCC/Cabrillo CCD

BACCC Regional Operations Manager	Kate Raymundo kate@baccc.net 831-477-3246
Director, Regional Fiscal Operations	Tootsie Torres tootsie@baccc.net 831-477-5555
BACCC Website baccc.net baccc.net/swp-contracts	Mailing Address BACCC c/o Cabrillo College 6500 Soquel Drive Aptos, CA 95003

Exhibit B: BACCC Strong Workforce Program Approved Allocations (2022-23)
 Between Cabrillo CCD, Fiscal Agent for BACCC and San Mateo County CCD on behalf of
 Canada College

Expenditure Period For Funds	Regional Direct-to- College Base Allocation	Regional Incentive Fund Allocation	Regional Augmentation Allocation	RJV Fund Award	Funds Redirected TO Another College	TOTAL CONTRACT FUNDS
7/1/2022- 6/30/2024	401,400	40,158			5,000	436,558

TRANSFER DETAILS

Reason	Outgoing	Transferring Institution
#RJV7 Learning-Aligned Employment Program (LAEP) Bay Region Implementation	(5,000)	Bay Area

BACCC REVIEW


 Rock Pfotenhauer, BACCC Chair

1/30/23

(date)

By signing below, the Parties agree to the terms and conditions set forth in the Master Agreement between the Cabrillo Community College District and San Mateo County CCD, and are binding upon the Parties without any further action by the Parties.

FISCAL AGENT
 Cabrillo Community College District
 Alex Strudley
 Director of Procurement and General Services


 (signature)
 2/1/2023
 (date)

SUBRECIPIENT
 San Mateo County CCD
 Dr. Richard Storti
 Executive Vice Chancellor of Administrative Services

Storti, Richard Digitally signed by Storti, Richard
 Date: 2022.12.08 06:00:16 -08'00'
 (signature)
 (date)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. San Mateo County Community College District	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ State Sub-Division Education Institution	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 3401 CSM Drive	
	6 City, state, and ZIP code San Mateo, CA 94402	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
9 4 - 3 0 8 4 1 4 7	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 2015.03.04 09:26:44 -08'00'	Date ▶ 4/15/15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



NEW VENDOR INFORMATION

ALL FIELDS IN THE APPROPRIATE SECTION ARE REQUIRED
PLEASE PRINT

Individual / Sole Proprietor

Full Name of Individual _____

Business Name (dba) if any _____

Social Security Number _____ - _____ - _____

Street Address _____

City, State, Zip _____

Remit address (if different) _____

City, State, Zip _____

Telephone Number _____

Partnership Corporation Other Education, Two-Year

Business Name San Mateo County Community College District

Employer I.D. # (EIN) 9 4 - 3 0 8 4 1 4 7

Business Address 3401 CSM Drive

City, State, Zip San Mateo, CA 94402

Remit address (if different) _____

City, State, Zip _____

Telephone Number (650) 574-6508

Signature

4/17/15
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 700 Airport Boulevard, Suite 300 Burlingame, CA 94010	CONTACT NAME:	Donald Chew	
	PHONE (A/C, No, Ext):	650-762-0400	FAX (A/C, No):
	E-MAIL ADDRESS:	dchew@risk-strategies.com	
INSURED San Mateo County Community College District 3401 CSM Drive San Mateo CA 94402-3699	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Princeton Excess & Surplus Lines Ins Co		10786
	INSURER B : Safety National Casualty Corporation		15105
	INSURER C : Liberty Insurance Underwriters, Inc.		19917
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 69696825

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N3-A3-RL-0000014-15	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 4,850,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,850,000 PRODUCTS - COMP/OP AGG \$ SIR \$ 150,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		N3-A3-RL-0000014-15	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 4,850,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 150,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	SP4066700	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AHV-102160011	11/20/2021	11/20/2022	Occurrence \$850,000 Aggregate \$2,850,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 7/1/2021 - 12/31/23 Strong Workforce Regional Fund Agreement between Cabrillo CCD and San Mateo County CCD
 Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder as required by written contract per Form RL 2032 attached. 10 day cancellation notice for nonpayment, otherwise 30 day cancellation notice applies. Waiver of Subrogation applies in favor of the Certificate Holder its officers, agents, employees, and volunteers per Form RL 2032E.

CERTIFICATE HOLDER**CANCELLATION**

Cabrillo Community College District BACCC c/o Cabrillo College 6500 Soquel Drive Aptos CA 95003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  RSC Insurance Brokerage

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ACORD 25 (2016/03)

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**THE PRINCETON EXCESS AND SURPLUS LINES
INSURANCE COMPANY**

AMENDMENT OF DEFINITION OF INSURED

Named Insured San Mateo County Community College District	Endorsement Number
Policy Number N3-A3-RL-0000014-15	Endorsement Effective

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

**AUTOMOBILE LIABILITY COVERAGE PART
GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

- A. With respect to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the person or organization with whom you have agreed in a written contract or written agreement that such person or organization be added as an additional **Insured** in your policy. Such person or organization is an **Insured** only with respect to their tort liability assumed by you. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Any person's or organization's status as an additional **Insured** under this endorsement ends when this policy terminates or the contract or agreement terminates, whichever occurs first.
 - 1. With respect to the General Liability Coverage part only, the coverage provided by this endorsement is only with respect to **Bodily Injury, Property Damage, Personal and Advertising Injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - a. In the performance of your ongoing operations; or
 - b. In connection with premises owned by you or rented to you.
 - 2. With respect to the Automobile Liability Coverage Part only, such person or organization is an **Insured** only with respect to liability for damages the **Insured** becomes legally obligated to pay because of **Bodily Injury** or **Property Damage** to which this insurance under this Coverage Part applies, first arising out of an **Accident** during the **Policy Period** and resulting from the ownership, maintenance or use of a **Covered Automobile** in the **Coverage Territory**.
- B. The contract or agreement referred to in Paragraph A. above must be:
 - 1. In effect at the inception of the **Policy Period** or becomes effective during the **Policy Period**; and
 - 2. Executed prior to the **Bodily Injury, Property Damage, Personal and Advertising Injury** covered under this Coverage Part.

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**THE PRINCETON EXCESS AND SURPLUS LINES
INSURANCE COMPANY**

C. The Limits Of Insurance applicable to the additional **Insured** are those specified in either the:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you or rented to you.

whichever is less. These Limits Of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

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**THE PRINCETON EXCESS AND SURPLUS LINES
INSURANCE COMPANY**

WAIVER OF SUBROGATION

Date Issued: 07/01/2022

Named Insured San Mateo County Community College District	Endorsement Number
Policy Number N3-A3-RL-0000014-15	Endorsement Effective 07/01/2022

Countersigned by


SVP, SEC. & GEN. COUNSEL


PRESIDENT

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

The Our Right To Recovery Condition in the Liability Conditions, Definitions and Exclusions form is amended by addition of the following:

We waive any right of recovery we may have against an organization whom you have agreed in a written contract or written agreement because of payments we make for injury. However, this waiver does not apply if the injury or damage is due to the sole negligence of such organization with whom you have the written contract or written agreement.

All other terms and conditions remain unchanged.