

# **MEMORANDUM OF UNDERSTANDING (MOU)**

## **U. S. Department of Labor Grants**

### **AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN The Peralta Community College District AND Academy of Truck Driving**

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MOU OUTLINE

1 PREFACE 1

1.1 PARTIES ..... 1

1.2 Effective Date and Term..... 1

1.3 Recitals..... 1

2 AUTHORIZATION..... 1

2.1 Notice and Certification of Understanding..... 1

3 NON-APPROPRIATION OF FUNDS ..... 2

4 SERVICES and OBLIGATIONS ..... 2

4.1 ATD’S Obligations ..... 2

4.2 Standard of Performance..... 4

4.3 Financial Management..... 4

5 ALLOWABLE COSTS AND PAYMENT ..... 4

5.1 Schedule of Payments ..... 4

5.2 Allowable Costs ..... 5

5.3 Payment Not Acceptance ..... 5

5.4 Payments Withheld ..... 5

5.5 No Obligation to Make Payment ..... 5

5.6 Taxes ..... 6

6 INDEMNITY ..... 6

6.1 Indemnification of The Peralta Community College District..... 6

6.2 Continuing Performance ..... 6

7 COMPLIANCE WITH LAWS AND CERTIFICATIONS..... 7

7.1 Compliance with Laws ..... 7

7.2 Technology Accessibility..... 7

7.3 Equal Opportunity..... 7

7.4 Non-Discrimination ..... 8

7.5 Sexual Harassment..... 8

7.6 Conflicts of Interest..... 9

7.7 Fraud or Misappropriation ..... 9

7.8 Construction Contract Provisions ..... 9

7.9 Rights to Inventions Made under AGREEMENT ..... 10

7.10 Air and Water Provisions..... 10

7.11 Single Audit Act Amendments of 1996 Compliance ..... 10

7.12 Federal Certification Clauses— SIGNATURE ON EXHIBIT D REQUIRED ..... 10

8 CONFIDENTIALITY..... 11

8.1 Duty to Keep Information Confidential..... 11

8.2 Breach of Confidentiality..... 11

8.3 Duration of Obligation..... 11

9 FINANCIAL STATUS, RECORDS, AND NOTICE ..... 12

9.1 Financial Solvency..... 12

9.2 Accounting Records and Auditing..... 12

9.3 Return Documents ..... 12

9.4 Evaluation ..... 13

9.5 NOTICE..... 13

10 MODIFICATION OF AGREEMENT ..... 14

10.1	AUTHORIZED AGENTS .....	14
10.2	Modifications .....	14
10.3	Renewal.....	14
10.4	Provision of Reports .....	14
11	ASSIGNMENT.....	14
11.1	Prohibition Against Outside Agreements .....	15
12	TERMINATION.....	15
12.1	Termination for Cause .....	15
12.2	Payment Obligations.....	15
12.3	Suspension of Performance.....	15
12.4	Termination for Convenience .....	15
12.5	Termination for Illegality.....	16
12.6	Tort Claims Act.....	16
12.7	Forum Selection .....	16
12.8	Cumulative Remedies .....	16
12.9	No Special Damages .....	16
12.10	Reserve Right to Offset.....	16
12.11	Statutes of Limitation.....	16
12.12	Course of Dispute .....	17
13	INTERPRETATION.....	17
13.1	Integration .....	17
13.2	Defined Terms .....	17
13.3	Governing Law .....	17
13.4	Severability .....	17
13.5	Titles of Provisions .....	18
13.6	No Third-Party Beneficiaries.....	18
13.7	ATD Is Independent of The Peralta Community College District .....	18
13.8	Sovereign Immunity Reserved.....	18
13.9	No Waiver of Performance .....	18
14	DOCUMENTS INCORPORATED.....	18
15	EXECUTED .....	20
15.1	Authority.....	20
15.2	Executed.....	20
EXHIBIT A:	WORK PLAN.....	21
EXHIBIT B:	PRICING AND PAYMENT SCHEDULE.....	23
EXHIBIT C:	APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES .....	25
EXHIBIT D:	FEDERAL CERTIFICATIONS .....	27
EXHIBIT E:	CERTIFICATION OF UNDERSTANDING: FEDERAL FUNDS.....	31
EXHIBIT F:	AUTHORIZED AGENTS .....	32
EXHIBIT G:	NOTICE CONTACTS.....	33

## **1 PREFACE**

### **1.1 PARTIES**

This is an agreement (“AGREEMENT”) between The Peralta Community College District (PCCD) located at 333 E. 8th Street, Oakland, CA 94606 and Academy of Truck Driving (hereinafter ATD), including its officers, employees, consultants, subcontractors, and agents a Local Educational Agency, with its principal office at 2585 Buna Street, Bldg. 99, Oakland, CA 94066 (collectively “PARTIES”).

### **1.2 Effective Date and Term**

The effective date of this AGREEMENT is December 11, 2013 (“EFFECTIVE DATE”). AGREEMENT remains effective until it terminates on June 30, 2014 (“TERMINATION DATE”), unless terminated sooner, as provided herein (Collectively, “AGREEMENT PERIOD”).

### **1.3 Recitals.**

**A. Whereas** ...PCCD provides educational leadership for the East Bay, delivering programs and services that sustainably enhance the region’s human, economic, environmental, and social development. We empower our students to achieve their highest aspirations. We develop leaders who create opportunities and transform lives. Together with our partners, we provide our diverse students and communities with equitable access to the educational resources, experiences, and life-long opportunities to meet and exceed their goals.

**B. Whereas** ...ATD is a commercial enterprise engaged in the training of individuals in basic skills development and job readiness in pursuit of attaining a Class A Commercial driver’s license and job placement.

**Now, therefore** in consideration of the mutual agreement set forth in the AGREEMENT, the parties agree as follows:

## **2 AUTHORIZATION**

This is a Community Based Job Training program authorized by the U.S. Department of Labor/Employment and Training Administration, under the authority of the Workforce Investment Act, Federal Agreement Number **TC-23770-12-60-A-6**.

*U.S. Department of Labor’s Trade Adjustment Assistance, Community College Career Training initiative (hereinafter TAACCCT), Agreement # **TC-23770-12-60-A-6, CFDA#17.268.***

### **2.1 Notice and Certification of Understanding**

ATD'S Chief Financial Officer certifies by signing Exhibit E—Certification of Understanding: Federal Funds that ATD has been given notice and understands that TAACCCT is a Federally funded program. Federal regulations and guidelines for the administration of TAACCCT grants shall be observed and applied by ATD.

### **3 NON-APPROPRIATION OF FUNDS**

The principal agreement between the U.S. Department of Labor and The Peralta Community College District, allocating funds for TAACCCT with ATD, is valid and enforceable only if sufficient funds are made available to PCCD for the purpose of this program. In addition, the principle agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress or the State Legislature that may affect the provisions, terms, or funding of the principle agreement. Therefore, if funds are not appropriated for any succeeding fiscal year subsequent to the one in which this AGREEMENT is entered into, for the purposes of this AGREEMENT, then PCCD may terminate this AGREEMENT upon thirty (30) days prior written notice to ATD. Should termination be accomplished in accordance with this Section, The Peralta Community College District shall be liable only for payments due through the date of termination.

### **4 SERVICES AND OBLIGATIONS**

ATD and PCCD shall comply with the required elements established for the TAACCCT, as indicated in the U.S. Department of Labor grant initiative.

#### **4.1 ATD'S Obligations**

##### **4.1.1 Service**

ATD shall deliver outcomes as specified in Exhibit A—Work Plan (collectively, "WORK").

##### **4.1.2 Requirements for Communication and Reporting**

ATD shall be required to submit an itemized invoice, and fiscal and progress reports in accordance with the schedule specified in Exhibit A—Work Plan and Exhibit B—Pricing and Payment Schedule.

###### **4.1.2.1 Invoices**

See section 5 and Exhibit B—Pricing and Payment Schedule. ATD must include a statement in the invoice acknowledging that a Federal grant is the funding source for the payment.

###### **4.1.2.2 Fiscal Reports**

ATD shall comply with all state and Federal fiscal accounting practices as specified in OMB Circulars A-110 and A-21).

ATD shall provide a fiscal report within thirty (30) days of the TERMINATION DATE that complies with state and Federal fiscal accounting practices. See section 4.3—Financial Management—below.

#### **4.1.2.3 Progress Reports**

The reports shall include detailed description of significant outcomes of the project. Descriptions of activities should be related only to the tasks and scope of the project.

In addition, ATD shall submit to The Peralta Community College District an end-of-project report on the project's goals, including evaluative evidence to support project successes and suggested strategies for program improvement. The format for these reports shall comply with U.S Department of Labor contracting requirements.

#### **4.1.2.4 Ongoing Contact and Monitoring**

Ongoing contact with project monitors is required. Funded projects will be subject to one or more formal site visits during the period of performance. ATD agrees to allow such site visits by the project monitors. Current project monitors are specified in Exhibit G—Notice Contacts.

ATD agrees to allow the following monitoring activities:

- *Reporting* – PCCD shall review all financial and performance reports submitted by ATD.
- *Compliance* – The Peralta Community College District shall periodically review and monitor licensing and insurance as it relates to the firms authority to operate in the State of California.
- *Site visits* – ATD shall allow periodic site visits by The Peralta Community College District and the state project monitor to review financial and programmatic records and observe operations.
- *Regular contact* – PCCD and ATD shall maintain regular contact and appropriate inquiries concerning program activities.

#### **4.1.2.5 <<REQUIRED MEETINGS AND MONITORING EFFORTS>>**

PCCD staff has the authority to conduct site visits at any time and may or may not communicate this in advance.

ATD must have a system for tracking and documenting student progress, and be prepared to communicate status with PCCD staff at any time.

ATD must take daily attendance and report absences to PCCD staff by close of business the same day. Additionally, attendance sheets are to be turned in to PCCD staff on a weekly basis.

#### **4.1.3 Document Retention**

ATD shall retain fiscal and progress reports documents for a minimum period of five (5) years.

#### **4.2 Standard of Performance**

ATD represents that it is qualified to perform the WORK and that it possesses and will continue to possess, at its sole cost and expense, all licenses, registrations, permits, and personnel necessary to provide the work.

#### **4.3 Financial Management**

ATD shall use procurement procedures that conform to applicable Federal laws, regulations, and standards identified in OMB Circular A-110 (Title 2 CFR part 215).

ATD'S financial management system shall provide for the following:

- a. accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in OMB Circular A-110 section 215.52;
- b. records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest;
- c. effective control over and accountability for all funds, property, and other assets;
- d. comparison of outlays with budget amounts for each award;
- e. written procedures for determining the reasonableness, allocation, and allowance of costs in accordance with provisions of OMB Circular A-21 and 48 CFR 31;
- f. accounting records including cost accounting records that are supported by source documentation.

### **5 ALLOWABLE COSTS AND PAYMENT**

#### **5.1 Schedule of Payments**

PCCD District establishes that this is based on PERFORMANCE and PCCD shall pay ATD according to Exhibit A--WORKPLAN and Exhibit B--Pricing and Payment Schedule.

ATD shall invoice PCCD for payments as set forth in Exhibit B. Late payment by PCCD shall not constitute a material breach of the AGREEMENT.

##### **5.1.1 Invoices Must Affirm Understanding that Payment is from Federal Funds**

ATD must include a statement in the invoice to PCCD, affirming that ATD understands that funding for the TAACCCT project is a Federal grant, and that ATD applied appropriate procedures for accounting and auditing of Federal grants, comprised of OMB Circulars A-133, A-110, A-21, and 29 CFR 96 and 99 (Single Audit Act).

## **5.2 Allowable Costs**

ATD shall compensate its staff for work done to meet the goals, objectives, and work plan of the project. This contract does not permit ATD to charge *indirect* expenses to The Peralta Community College District for the performance of these services. ATD will invoice The Peralta Community College District for *direct* expenses and services incurred after those expenses have been incurred and after services have been delivered.

### **5.2.1 Indirect Expenses Not Compensable**

The allowance of costs incurred by ATD, an institution of higher education, is determined in accordance with the provisions of 2 CFR 220, "Cost Principles for Education Institutions" (OMB Circular A-21), and 48 CFR 31.

### **5.2.2 Out-of-State/Out-of-Country Travel Expenses Are Not Compensable**

## **5.3 Payment Not Acceptance**

No payment made to ATD shall be construed as an acceptance or approval of any of the WORK or constitute a waiver of any claim or right that PCCD may then or thereafter have against ATD. Payments shall be subject to correction or adjustment in subsequent performance reviews and payments.

## **5.4 Payments Withheld**

PCCD may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect PCCD from loss because of:

- a. ATD'S failure to supply the WORK in accordance with the AGREEMENT, such as student outcomes and performance.
- b. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award such as loss of license, insurance, facility closure, etc.; prohibiting ATD from performing work/deliverables outlined in the scope of work.
- c. third-party claims, suits, or liens arising out of or relating to ATD'S supply of the WORK, except to the extent secured or provided for by insurance, bond, or otherwise to The Peralta Community College District's reasonable satisfaction; or
- d. ATD'S failure to pay money to The Peralta Community College District when due.

## **5.5 No Obligation to Make Payment**

Notwithstanding any provision to the contrary, The Peralta Community College District shall have no obligation to make any payment to ATD at any time, after NOTICE to ATD when:

- a. ATD is in material breach of the AGREEMENT; or

- b. ATD fails to furnish and maintain evidence of current insurance in accordance with the requirements of the AGREEMENT.
- c. ATD fails to successfully perform training outcomes outlined in the scope of work.

## **5.6 Taxes**

ATD agrees to file applicable local, county, state, and federal tax returns and pay all applicable local, county, state and federal taxes on amounts paid pursuant to the AGREEMENT. In case The Peralta Community College District is audited for compliance regarding any applicable taxes, ATD agrees to furnish The Peralta Community College District with proof of payment of taxes on those earnings. ATD acknowledges that The Peralta Community College District will report all earnings to the California State Franchise Tax Board and the Internal Revenue Service as required by law.

## **6 INDEMNITY**

### **6.1 Indemnification of the Peralta Community College District**

ATD shall defend, indemnify, and hold harmless The Peralta Community College District and its officers, agents, employees against all claims, demands, actions, costs (including attorneys' fees) or liability arising from or related to the negligence, willful misconduct, or omission of ATD, its officers, agents, or employees in connection with or arising from or out of the performance of this AGREEMENT.

The Peralta Community College District shall defend, indemnify, and hold harmless the ATD against all claims, demands, actions, costs (including attorneys' fees) or liability arising from or related to the negligence, willful misconduct, or omission of The Peralta Community College District, its officers, agents, or employees in connection with or arising from or out of the performance of this AGREEMENT.

This indemnification obligation shall survive the termination or expiration of this AGREEMENT.

### **6.2 Continuing Performance**

If any 3<sup>rd</sup> party claim materially impairs performance of the WORK, then the indemnifying party, at its sole expense, shall timely procure the right from said 3<sup>rd</sup> party to continue its performance of its obligations under the AGREEMENT. Further, if an indemnified party should be enjoined from the use of any materials, combinations, or processes provided or to be provided under this AGREEMENT, then the indemnifying party shall either:

1. promptly secure termination of any injunction and procure for the affected indemnified party the right to use such material, combination, or process, without obligation or liability; or

2. promptly replace such materials, combinations, or processes, or modify the same to become non-infringing, all at indemnifying party's sole expense, but subject to all the requirements of the AGREEMENT.

## **7 COMPLIANCE WITH LAWS AND CERTIFICATIONS**

### **7.1 Compliance with Laws**

ATD declares that ATD shall fully comply with all laws, executive orders, regulations, Peralta Community College District Board Policies, and other legal requirements applicable to ATD and to the WORK. Failure to comply with this Article shall constitute a material breach of the AGREEMENT.

Applicable Federal and California laws, orders, regulations, policies, and other program related documents, which may be revised from time to time, are incorporated herein by reference as though set forth in their entirety. Applicable documents are referenced in **Exhibit C** of this AGREEMENT. Additional copies may be obtained from The Peralta Community College District upon request. The ATD'S endorsement on this AGREEMENT signifies that appropriate ATD personnel have read and understand all applicable laws, regulations, guidelines, and policies, and serves to certify that ATD will abide by the provisions thereof. The failure of the ATD to examine and abide by any of the documents, or the terms and conditions of this AGREEMENT, shall in no way relieve the ATD from obligations with respect to the requirements contained in the documents or the AGREEMENT.

### **7.2 Technology Accessibility**

ATD hereby warrants that the WORK to be provided under the AGREEMENT complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, CFR, part 1194. ATD agrees to promptly respond to and resolve any complaint regarding accessibility of the WORK which is brought to its attention.

### **7.3 Equal Opportunity**

#### **7.3.1 Equal Opportunity in Contracting**

The Peralta Community College District is committed to ensuring equal opportunity and equitable treatment in awarding and managing its public contracts. Therefore, it is the policy of The Peralta Community College District to encourage and facilitate full and equitable opportunities for small local business enterprises and small emerging local business enterprises to participate in prime contracting and subcontracting with The Peralta Community College District. The Peralta Community College District policy prohibits discrimination in The Peralta Community College District programs and services, including contracting, subcontracting, personal and professional services, goods and maintenance, repairs, and operations. ATD shall fully comply with The Peralta Community College District's equal opportunity and equitable

treatment policies and implementing procedures and shall not discriminate against or grant preferential treatment to any subcontractor on the basis of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law in the performance of the AGREEMENT.

### **7.3.2 Equal Employment Opportunity**

ATD's execution of AGREEMENT certifies that ATD shall comply with Executive Order ("E.O.") 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **7.4 Non-Discrimination**

ATD agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, Peralta Community College District Board Policy 4.03, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. ATD agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law. ATD will, in all solicitations or advertisements for employees, placed by or on behalf of ATD, state that all qualified applicants will receive consideration for employment without regard to the aforementioned protected personal characteristics. ATD certifies that it does not and will not maintain segregated facilities.

#### **7.4.1 Posting**

ATD agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the non-discrimination provisions of this Article. ATD will send each labor union or representative of workers with which ATD has a collective bargaining agreement or other contract or understanding a notice, to be provided by the contracting officer, advising of ATD'S commitments under Executive Order 11246.

### **7.5 Sexual Harassment**

ATD declares that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. The Peralta Community College District shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.

## **7.6 Conflicts of Interest**

ATD represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or The Peralta Community College District's conflict of interest code, Peralta Community College District Board Policy 6.86. ATD represents that it has completely disclosed to The Peralta Community College District, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which ATD believes any member of The Peralta Community College District, or other officer, agent, or employee of The Peralta Community College District or any department presently has, or will have, in the AGREEMENT, or in the performance thereof, or in any portion of the profits thereunder. If ATD subsequently becomes aware of any such facts, ATD shall promptly provide NOTICE to The Peralta Community College District of same, along with a proposal for remedying the violation. The Peralta Community College District, at its sole discretion, may determine whether the proposal or any other proposed resolution is satisfactory.

ATD represents that it does not presently have, and shall not have during the AGREEMENT PERIOD, any direct or indirect interest that would conflict in any manner or degree with the performance of WORK required by the AGREEMENT. ATD further represents that it will not employ, subcontract to, or otherwise involve any person or entity having such conflicts of interest in the performance of the AGREEMENT. If ATD subsequently becomes aware of any such conflicts of interest, ATD shall promptly provide NOTICE to The Peralta Community College District of same, along with a proposal for remedying the violation. The Peralta Community College District, at its sole discretion, may determine whether the proposal or any other proposed resolution is satisfactory.

ATD is aware of California conflict of interest provisions applicable to current State employees (Public Contract Code section 10410), former state employees (Public Contract Code section 10411).

## **7.7 Fraud or Misappropriation**

ATD certifies that none of its officers have been convicted of fraud or misappropriation of funds.

## **7.8 Construction Contract Provisions**

### **7.8.1 Copeland "Anti-Kickback" Act Compliance**

ATD shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c). All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

### **7.8.2 Davis-Bacon Act Compliance**

ATD shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

### **7.8.3 Contract Work Hours and Safety Standards Act Compliance**

ATD shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

### **7.9 Rights to Inventions Made under AGREEMENT**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **7.10 Air and Water Provisions**

ATD shall, when applicable, agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

### **7.11 Single Audit Act Amendments of 1996 Compliance**

ATD will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. sections 7501-7507) and OMB Circular A-133.

### **7.12 Federal Certification Clauses— SIGNATURE ON EXHIBIT D REQUIRED**

By executing AGREEMENT, ATD certifies that they are knowledgeable of and will comply with the Federal provisions pertaining to *Lobbying, Debarment, Suspension and Other Responsibility Matters*, and *Drug-free Workplace*, as provided in Exhibit D—Federal Certifications.

Exhibit D requires the signature of ATD'S authorizing agent.

## **8 CONFIDENTIALITY**

### **8.1 Duty to Keep Information Confidential**

The Peralta Community College District and ATD are subject to the California Public Records Act. Bearing applicable law, ATD shall treat as confidential all non-public information disclosed by The Peralta Community College District in connection with this AGREEMENT, including but not limited to written or oral communications, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, "Confidential Information"). The terms and conditions of this AGREEMENT shall also be deemed Confidential Information. ATD shall not disclose Confidential Information to any third party except as The Peralta Community College District authorizes, and shall only disclose it to those within ATD'S organization who need to use it in performance of the AGREEMENT. Upon completion or termination of this AGREEMENT, Contractor shall return or destroy all such Confidential Information (except for this AGREEMENT), or otherwise dispose of it as The Peralta Community College District may approve. This provision is not intended to restrict ATD'S right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. ATD shall defend, indemnify and hold harmless The Peralta Community College District from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including, but not limited to, attorney's fees and costs, sustained or alleged to have been sustained by The Peralta Community College District as a result of any disclosure or use of any Confidential Information in violation of this AGREEMENT.

### **8.2 Breach of Confidentiality**

Both PARTIES agree that in the event of a breach, threatened breach, violation, or evasion of the terms of this provision, immediate and irreparable injury shall occur to the injured party, that such injury shall be impossible to measure or remedy in monetary damages, and The Peralta Community College District shall be authorized to seek recourse to all equitable remedies, including injunctive relief or specific performance, provided however that such remedies shall not be exclusive of other legal or equitable remedies otherwise available under this AGREEMENT and/or at law.

### **8.3 Duration of Obligation**

The obligations of the PARTIES pursuant to this article on Confidentiality shall extend indefinitely beyond the AGREEMENT PERIOD.

## **9 FINANCIAL STATUS, RECORDS, AND NOTICE**

### **9.1 Financial Solvency**

By signing the AGREEMENT, ATD affirms financial stability and continued solvency. At the request of The Peralta Community College District, ATD will provide written evidence of its financial stability and solvency.

### **9.2 Accounting Records and Auditing**

ATD shall keep accurate and complete accounting records concerning performance of the AGREEMENT in accordance with state and Federal guidelines, and generally recognized accounting principles and practices consistently applied. See section 4.3.

The Peralta Community College District shall have the right at any reasonable time to examine, audit, and reproduce the records. If such records are not kept and maintained within a radius of 75 miles from The Peralta Community College District's main offices, ATD shall, upon request of The Peralta Community College District, and at no cost to The Peralta Community College District, make such records available to The Peralta Community College District for inspection at a location within said 75 mile radius. Such records shall be available for five (5) years after the latest of:

- (a) delivery of the WORK;
- (b) termination of the AGREEMENT; or
- (c) resolution of any pending issues between The Peralta Community College District and ATD with respect to the AGREEMENT.

ATD agrees to allow interviews of any of its employees who might reasonably have information related to such records and to otherwise assist The Peralta Community College District in its auditing procedures at no cost to The Peralta Community College District. The provisions of this section shall be specifically enforceable.

### **9.3 Return Documents**

If ATD has accepted any forms or other writings on The Peralta Community College District's behalf, those forms and writings shall be returned to The Peralta Community College District at the end of the AGREEMENT PERIOD or upon earlier termination of the AGREEMENT, at no cost to The Peralta Community College District.

#### **9.4 Evaluation**

In accordance with procedures established by The Peralta Community College District, ATD'S performance under the AGREEMENT will be evaluated. The evaluation shall include quality and adequacy of performance and whether performance is timely. Evaluation records shall be kept by The Peralta Community College District and may be used in future selection of contractors.

#### **9.5 NOTICE**

PARTIES shall provide notice ("NOTICE") to each other in the form of a writing sent by certified mail with return receipt requested or by overnight courier or delivery service with signature required, to the notice contact specified in Exhibit G—Notice Contacts. NOTICE will be deemed given on the date of receipt by the designated recipient.

## **10 MODIFICATION OF AGREEMENT**

### **10.1 AUTHORIZED AGENTS**

Each PARTY shall specify at least one agent with authority to modify the AGREEMENT (“AUTHORIZED AGENT”) in Exhibit F--Authorized Agents.

### **10.2 Modifications**

No modification, including but not limited to amendments, limitations, waivers, change orders, and supplements, shall bind either PARTY unless it is in writing and signed by the AUTHORIZED AGENTS of both PARTIES. The PARTIES expressly recognize that The Peralta Community College District personnel who are not AUTHORIZED AGENTS cannot order or approve additions, deletions, or revisions in the WORK (“CHANGES”). Failure of ATD to secure proper authorization for CHANGES shall constitute a waiver of any and all right to adjustment in payment or delivery timetable due to such unauthorized CHANGES, and ATD thereafter shall be entitled to no compensation or reimbursements whatsoever for the performance of such CHANGES.

### **10.3 Renewal**

Upon the mutual agreement of PARTIES, this AGREEMENT may be renewed, contingent upon funding. Renewal of the AGREEMENT shall be authorized in writing by AUTHORIZED AGENTS of both PARTIES. Renewals shall include all terms of the AGREEMENT unless expressly modified in the renewal contract.

### **10.4 Provision of Reports**

Notwithstanding any other provision in the AGREEMENT, ATD shall deliver any report requested by The Peralta Community College District during the AGREEMENT PERIOD that ATD agrees, either orally or in writing, to provide. Failure by ATD to submit the report within the time frame agreed upon by both PARTIES will be considered a breach of the AGREEMENT. ATD shall provide The Peralta Community College District with status reports, at no cost to The Peralta Community College District, upon NOTICE of a request by The Peralta Community College District.

## **11 ASSIGNMENT**

ATD may neither assign the AGREEMENT, in whole or in part, nor any money payable under the AGREEMENT without The Peralta Community College District’s prior written consent. Any such assignment without The Peralta Community College District’s prior written consent shall be null, void, and of no force and effect whatsoever. The Peralta Community College District reserves the right to assign the AGREEMENT to an affiliate of or contractor of The Peralta Community College District with the prior written consent of ATD which shall not be unreasonably withheld, provided that at any time after ATD has been paid in full for work then

provided, The Peralta Community College District may, without the consent of ATD, assign the AGREEMENT to an affiliate or a contractor of The Peralta Community College District upon NOTICE to ATD.

### **11.1 Prohibition Against Outside Agreements**

The Peralta Community College District and ATD shall not enter into agreements related to products and/or services of this contract with any out-of-state agency or organization. Any out-of-state agency or organization shall negotiate with the U.S. Department of Labor for products and/or services pertaining to this contract.

## **12 TERMINATION**

AGREEMENT shall terminate upon completion by ATD of the obligations listed in Section 4 or by the TERMINATION DATE, whichever occurs first. This AGREEMENT may be terminated by either party upon thirty (30) days written notice. AGREEMENT may also be cancelled immediately by mutual written consent.

### **12.1 Termination for Cause**

The Peralta Community College District may terminate performance under the AGREEMENT, in whole or in part, should ATD commit a material breach. If The Peralta Community College District elects to terminate the AGREEMENT for cause, The Peralta Community College District shall provide NOTICE to ATD of its breach and of the extent to which performance shall be terminated. ATD shall immediately upon receipt of said NOTICE cease performance per the terms of the NOTICE and mitigate damages.

### **12.2 Payment Obligations**

In the event AGREEMENT is terminated prior to completion of the project, The Peralta Community College District shall pay ATD the reasonable costs incurred by ATD to the time of the termination.

### **12.3 Suspension of Performance**

The Peralta Community College District may suspend, delay, or interrupt performance, in whole or in part, for such periods of time as The Peralta Community College District may determine in its sole discretion. ATD shall immediately upon receipt of NOTICE of such decision cease performance per the terms of the NOTICE and mitigate damages.

### **12.4 Termination for Convenience**

The Peralta Community College District may terminate performance of the AGREEMENT, in whole or in part, for convenience upon its determination that such termination is in The Peralta Community College District's best interests. ATD shall immediately upon receipt of NOTICE of such decision cease performance per the terms of the NOTICE and mitigate damages. For portions of performance that are terminated, ATD shall be entitled to be paid for WORK

satisfactorily performed to the termination date and for reasonable costs associated with the termination, but may recover no other cost, damage, or expense.

### **12.5 Termination for Illegality**

The Peralta Community College District may terminate performance of the AGREEMENT in whole or in part for illegality immediately upon its determination that an activity or operation supported by the AGREEMENT is no longer lawful for reasons including but not limited to court decision, legislative action, administrative decision, or advice of counsel. Upon receipt of NOTICE of termination or reduction based on a finding of illegality, ATD shall immediately cease performance of such activity and mitigate damages. ATD shall be entitled to be paid for WORK satisfactorily performed to the termination date and for reasonable costs associated with the termination, but may recover no other cost, loss, damage, or expense.

### **12.6 Tort Claims Act**

No provision of the AGREEMENT shall alter the requirements of the Tort Claims Act, California Government Code Section 810 et seq.

### **12.7 Forum Selection**

The exclusive venue for all litigation arising from or relating to the AGREEMENT shall be in Alameda County, California.

### **12.8 Cumulative Remedies**

The remedies provided in the AGREEMENT are cumulative. A PARTY who exercises a right or remedy will not be precluded from asserting any other right or from seeking any other remedies available to that party.

### **12.9 No Special Damages**

Notwithstanding any other provision, in no event shall The Peralta Community College District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to lost profits or revenue, arising out of or in connection with the AGREEMENT.

### **12.10 Reserve Right to Offset**

The Peralta Community College District reserves the right to offset the reasonable cost of all damages caused to The Peralta Community College District against any outstanding invoices or amounts owed to ATD.

### **12.11 Statutes of Limitation**

As between the PARTIES to the AGREEMENT, any applicable statute of limitations for any act or failure to act shall commence to run on the date of The Peralta Community College District's issuance of the final certificate for payment, or termination of the AGREEMENT, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

### **12.12 Course of Dispute**

Unless The Peralta Community College District gives NOTICE to stop work or of its intent to terminate this AGREEMENT, nothing in the AGREEMENT shall allow ATD to discontinue the WORK during the course of any dispute, and ATD'S failure to continue the WORK during any and all disputes shall be considered a material breach of the AGREEMENT.

## **13 INTERPRETATION**

### **13.1 Integration**

It is mutually understood and agreed that this AGREEMENT, the Exhibits, and any documents, provisions of law or The Peralta Community College District policies attached or referenced to herein are incorporated herein by reference and together serve as the final, complete, and exclusive agreement of the PARTIES, setting out the entire intention of the PARTIES. Any and all prior agreements or representations are superseded hereby. No evidence of alleged prior dealings, usage of trade, or course of dealing or of performance not specifically and in terms set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this writing, or to engraft thereon any stipulation or obligation different from, or inconsistent with, law or with the express provisions hereof. No oral evidence of allegedly consistent additional terms is admissible without a specific preliminary finding by the court or arbitrator that this contract is ambiguous and in what respect. All oral contracts and representations have been reduced to writing and are included in the AGREEMENT.

### **13.2 Defined Terms**

Each term that is defined in the AGREEMENT shall have the same meaning throughout the AGREEMENT.

### **13.3 Governing Law**

The AGREEMENT shall be deemed to have been executed in Oakland, Alameda County, California. Enforcement of the AGREEMENT, including arbitration, shall be governed by, and construed and enforced in accordance with, the state, and federal laws in effect in the Oakland, Alameda County, California, including but not limited to California Government Code Section 818, but excluding California's conflict of laws principles that would cause the application of laws of any other jurisdiction.

### **13.4 Severability**

Should any provision, or part thereof, of the AGREEMENT be determined at any time to be unenforceable or in contravention of law, then the remaining provisions, and the remainder of such provision, shall be enforceable to the fullest extent permitted by law and construed to give effect to the intent of the AGREEMENT to the fullest extent possible.

### **13.5 Titles of Provisions**

The titles given to the articles, sections, and subsections of the AGREEMENT are for ease of reference only and shall not be used in the construction or interpretation of the AGREEMENT or relied upon or cited for any other purpose.

### **13.6 No Third-Party Beneficiaries**

Except as expressly provided, nothing in the AGREEMENT shall operate to confer rights or benefits on persons or entities that are not a party to the AGREEMENT.

### **13.7 ATD Is Independent of the Peralta Community College District**

This AGREEMENT is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, ATD ship, joint venture, or association. ATD and its officers, agents, and employees are not entitled to participate in any pension, insurance, bonus, or similar benefits The Peralta Community College District provides its The Peralta Community College District employees. ATD shall not sign contracts on behalf of or otherwise bind The Peralta Community College District.

### **13.8 Sovereign Immunity Reserved**

Nothing herein shall be construed to waive or limit The Peralta Community College District's sovereign immunity or any other immunity from suit provided by law.

### **13.9 No Waiver of Performance**

The failure of The Peralta Community College District or ATD to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of the AGREEMENT, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right as to further performance. No waiver, properly authorized and in writing, of any breach of any provision shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under the AGREEMENT, unless the waiver so states.

## **14 DOCUMENTS INCORPORATED**

The AGREEMENT comprises the general provisions set out in these articles as well as all exhibits:

- EXHIBIT A: WORK PLAN
- EXHIBIT B: PRICING AND PAYMENT SCHEDULE
- EXHIBIT C: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES
- EXHIBIT D: FEDERAL CERTIFICATIONS
- EXHIBIT E: CERTIFICATION OF UNDERSTANDING: FEDERAL FUNDS
- EXHIBIT F: AUTHORIZED AGENTS
- EXHIBIT G: NOTICE CONTACTS

When the terms of the exhibits conflict with any provisions of the AGREEMENT, the AGREEMENT controls.

**15 EXECUTED**

**15.1 Authority.**

Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policies for the Peralta Community College District. An AUTHORIZED AGENT for each PARTY shall sign.

**15.2 Executed.**

The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE.

**ATD ACCEPTS AND AGREES:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**The Peralta Community College District ACCEPTS AND AGREES:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chancellor, Peralta Community College District (Authorized Agent)  
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

Signature: \_\_\_\_\_  
Print Name: Thuy Thi Nguyen  
Title: General Counsel, Peralta Community College District  
Date: \_\_\_\_\_

**EDUCATIONAL SERVICES APPROVAL (for internal reference only):**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COLLEGE PRESIDENT APPROVAL (for internal reference only):**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: President, (College of Alameda)  
Date: \_\_\_\_\_

**EXHIBIT A: WORK PLAN**

Provide Class A Commercial Driving License (CDL) with Passenger Endorsement training services to a maximum of thirty-five (35) qualified referrals from PCC approved for:

- job readiness training
- CDL training
- job referral/placement

Provide the following training services for students to obtain a career as a Class A Commercial Driver.

<b>Program Modules</b> <b>30 day Course up to 120 hours</b>
<b>CDL Training</b> <ul style="list-style-type: none"><li>• <b>Classroom Training</b> Permit tutoring Safety Driving Practices Training Endorsement training</li><li>• <b>Skill Training</b> Inspection Drills &amp; Routines Basic Controls &amp; General Approach Shifting Skilled Backing &amp; Maneuvers</li><li>• <b>Open Road Driving</b> Street and Road driving Pre-Testing &amp; DMV Road Test Sessions Endorsements – Doubles &amp; Tankers Provide Certificate of Training upon completion of program hours Class A license will be provided by DMV upon student passing DMV CDL testing.</li><li>• Permit tutoring classes – approximately 4 hours</li><li>• All Books &amp; training materials</li><li>• Health screening/drug testing</li></ul>
<b>Job referral &amp; placement</b> <ul style="list-style-type: none"><li>• Assess students’ driving skills for placement</li><li>• Assist students in selecting CDL job type</li><li>• Identify employer job type that match students’ profile</li><li>• Practice student interview techniques</li><li>• Provide job leads and opportunities</li><li>• Set up job referrals and appointments</li></ul>
<b>Target Training Outcomes:</b>

PCCD DOL-Specific Contract

Enrollment	Up to 72 students
Training completions/certificate attainment	At least 80%
Placement into training related occupation - At least 50% within 90 days of receiving license.	
Overall placement	At least 80%
Each cohort will run for 4 weeks (5 days a week/Monday-Friday-6 hour time blocks)	
Reasonable accommodations will be made to ensure success of students, to include additional time & makeup tests.	

## **EXHIBIT B: PRICING AND PAYMENT SCHEDULE**

As full compensation for all WORK contemplated by the AGREEMENT, ATD shall be recompensed by **pro-rated** payment of up to **\$87,500 upon completion of benchmarked outcomes.**

Payment will occur upon verification of the successful completion the following performance outcomes & job placement (EXHIBIT A):

- 30% of tuition for participants completing 1'st week of training
  - 30% of tuition for students completing the 4th week training
- 40% of tuition upon passing the DMV road/skills test/obtain Class A License  
Job

### **Invoicing:**

1. Invoices shall include the U.S. Department of Labor agreement number# **TC-23770-12-60-A-6.**
  
2. ATD must include a statement in the invoice to The Peralta Community College District, affirming that ATD understands that funding for the project is a Federal grant, and that ATD applied appropriate accounting compliance procedures for Federal funds. 48 CFR 31 and OMB Circulars A-133 (compliance requirements), A-21 (cost principles), and A-110 (procurement standards) are applicable. ATD may submit the following form with each invoice, acknowledging that the funding for TACCCT is from a Federal grant.

**INVOICE ADDENDUM: U.S. Department of Labor/Employment and Training Administration, under the authority of the Workforce Investment Act, Agreement#TC-23770-12-60-A-6, IS FEDERALLY FUNDED**

This form must be attached with every invoice submitted to The Peralta Community College District for reimbursement of expenses.

**AUTHORIZATION FOR U.S. Department of Labor's Trade Adjustment Assistance-Community College Career Training Initiative:**

This is a Community College Career Training Initiative program authorized by the U.S. Department of Labor/Employment and Training Administration, under the authority of the Workforce Investment Act, Federal Agreement#TC-23770-12-60-A-6.

*U.S. Department of Labor's Trade Adjustment Assistance, Community College Career Training Initiative Agreement#TC-23770-12-60-A-6, CFDA#17.268*

By checking the box below, ATD acknowledges that the attached invoice will be reimbursed with Federal funds, which are subject to Federal rules and guidelines.

ATD Acknowledges That Federal Funds Are Being Requested. (check box)	<input type="checkbox"/>
Invoice Number:	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

## **EXHIBIT C: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES**

- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
- Public Law 104-156 (Single Audit Act Amendments of 1996)
- Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
- Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
- 29 U.S.C. 1001 et seq. (Employee Retirement Income Security Act of 1974)
- 29 U.S.C. 49 et seq. (Wagner-Peyser Act)
- 40 U.S.C. 276a et seq. (Davis Bacon Act)
- 40 U.S.C. 276a-a7 (Copeland Anti-Kickback Act)
- 5 CFR 733 - (Hatch Act)
- 20 CFR 652 (Workforce Investment Act)
- 28 CFR 35 - Nondiscrimination on the Basis of Disability in State and Local Government
- 29 CFR 5 - (Department of Labor Regulations)
- 29 CFR 37 – Nondiscrimination and Equal Opportunity Requirements
- 29 CFR 93 – Lobbying Certification
- 29 CFR 95 – Administrative Requirements for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations
- 29 CFR 96 and 99 (Single Audit Act)
- 29 CFR 97 – Administrative Requirements for State/Local Governments and Indian Tribes
- 29 CFR 98 – Debarment and suspension; Drug Free Workplace
- 34 CFR 74 – Administration of Grants to Institutions of Higher Education, Hospitals, and Nonprofit Organizations
- 34 CFR 76 – State-administered Programs
- 34 CFR 77 – Definitions that Apply to Department Regulations
- 34 CFR 79 – Intergovernmental Review of Department of Education Programs and Activities
- 34 CFR 80 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 34 CFR 81 - General Education Provisions Act—Enforcement
- 34 CFR 86 – Drug and Alcohol Abuse Prevention
- 34 CFR 97 – Protection of Human Subjects
- 34 CFR 100 – Nondiscrimination under Programs Receiving Federal Assistance through the Department of Education Effectuation of Title VI of the Civil Rights Act of 1965
- 34 CFR 104 – Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance
- 34 CFR 106 – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance
- 34 CFR 110 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance
- 34 CFR 400 – Vocational and Applied Technology Education Program—General Provisions
- 34 CFR 406 – State-administered Tech-Prep Education Program

- 37 CFR 401 – Rights to Inventions Made by Nonprofit Organizations and Small Business firms Under Government Grants, Contracts, and Cooperative Agreements
- 48 CFR 31 – Contract Costs Principles and Procedures
- 2 CFR 225 (OMB Circular A-87) – Cost Principles of State, Local, and Indian Tribal Governments
- 2 CFR 230 (OMB Circular A-122) – Cost Principles for Nonprofit Organizations
- Circular A-133 (Office of Management and Budgets {OMB}) Audits of States, Local Governments and Non-Profit Organizations
- General Services Administration - Federal Acquisition Regulation (Guidance for Purchasing and Contracting)
- Grant Application and Budget Instrument (GABI)
- California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
- California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
- CA Education Code Section 45125.1 - Fingerprinting and Background Checks
- California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
- California Labor Code
- California Public Contract Code Sections 10410 and 10411 – Conflict of interest with current and former state employees
- Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for TAACCCT programs.

## **EXHIBIT D: FEDERAL CERTIFICATIONS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 34 CFR Part 82, new restrictions on Lobbying, and 34 CFR Part 85, Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Labor determines to award the covered transaction, grant, or cooperative agreement.

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### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, Disclosure Form to Report Lobbying in accordance with this instruction;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or a lower tier covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about -

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Thou Ny, Federal Project Officer, U.S. Department of Labor, 90 7<sup>th</sup> Street, San Francisco, CA 94103. Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee whom is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check [ ] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE**  
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Thou Ny, Federal Project Officer, U.S. Department of Labor, 90 7<sup>th</sup> Street, San Francisco, CA 94103. Notice shall include the identification numbers(s) of each affected grant.

**FEDERAL CERTIFICATIONS**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

**EXHIBIT E: CERTIFICATION OF UNDERSTANDING: FEDERAL FUNDS**

**AUTHORIZATION FOR U.S. Department of Labor’s Trade Adjustment Assistance-Community College Career Training Initiative:**

This is a Community College Career Training Initiative program authorized by the U.S. Department of Labor/Employment and Training Administration, under the authority of the Workforce Investment Act, Federal Agreement#TC-23770-12-60-A-6.

*U.S. Department of Labor’s Trade Adjustment Assistance, Community College Career Training Initiative Agreement#TC-23770-12-60-A-6, CFDA#17.268*

As a party in the AGREEMENT, your organization may request reimbursement for allowable costs. This document serves as notice to the Chief Financial Officer that Federal funds are used for reimbursement of those allowable costs. As such, Federal guidelines and laws are applicable.

By signing below and returning this to PCCD, you certify that you acknowledge notice of and understand that Federal funds may be received by your organization for reimbursement of allowable costs as a party in the AGREEMENT.

Name:
Title:
Signature
Date

**EXHIBIT F: AUTHORIZED AGENTS**

The Peralta Community College District's AUTHORIZED AGENTS

**Name** José M. Ortiz  
**Title** Chancellor  
**Address** 333 East 8<sup>th</sup> Street  
Oakland, CA94606

**Telephone** (510) 466-4702  
**Facsimile** (510) 268-0604  
**Other** \_\_\_\_\_

**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone** \_\_\_\_\_  
**Facsimile** \_\_\_\_\_  
**Other** \_\_\_\_\_

ATD'S AUTHORIZED AGENTS

**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone** \_\_\_\_\_  
**Facsimile** \_\_\_\_\_  
**Other** \_\_\_\_\_

**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone** \_\_\_\_\_  
**Facsimile** \_\_\_\_\_  
**Other** \_\_\_\_\_

**EXHIBIT G: NOTICE CONTACTS**

**The Peralta Community College District'S NOTICE CONTACT**

<b>Name</b> Dr. Eric Gravenberg
<b>Title</b> President, College of Alameda
<b>Address</b> 555 Ralph Appezato Memorial Pkwy. Alameda, CA 94501
<b>Telephone:</b> (510) 748-2273
<b>Facsimile:</b> (510) 748-2273
<b>Other:</b> egravenberg@peralta.edu

**ATD'S NOTICE CONTACT**

<b>Name</b>
<b>Title</b>
<b>Address</b>
<b>Telephone</b>
<b>Facsimile</b>
<b>Other</b>

**PROJECT MONITOR**

<b>Name</b>
<b>Title</b>
<b>Address</b>
<b>Telephone</b>
<b>Facsimile</b>
<b>Other</b>