

Board of Trustees Agenda Item

Board Meeting Date: 10/4/10

Title of Item:

Resolution Authorizing Child Care Contract #CCAP-0109

Background and Analysis:

This resolution authorizes the District to enter in a contract with the California Department of Education for the purpose of providing child care and development services for contract #CCAP-0109 for a maximum reimbursable amount of \$109 for fiscal year 20101-11

Recommendation: Vice Chancellor of Business Services Kevin McElroy recommends adoption of resolution #2010-18

Submitted by: Kevin McElroy, x6201
Additional contact names:
Is backup provided? Yes

RESOLUTION

2010-18

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.**

RESOLUTION

BE IT RESOLVED that the Governing Board of FOOTHILL - DE ANZA
COMMUNITY COLLEGE DISTRICT

authorizes entering into local agreement number/s CCAP-0109 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>LINDA THOR</u>	<u>CHANCELLOR</u>	
<u>KEVIN MCELROY</u>	<u>VICE CHANCELLOR OF BUSINESS Svc.</u>	<u>[Signature]</u>

PASSED AND ADOPTED THIS 4th day of October 2010-11, by the
Governing Board of FOOTHILL - DE ANZA COMMUNITY COLLEGE DISTRICT
of SANTA CLARA County, California.

I, LINDA THOR, Clerk of the Governing Board of
FOOTHILL - DE ANZA CCD, of SANTA CLARA County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted
by the said Board at a REGULAR meeting thereof held at a regular
public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11

DATE: July 01, 2010

CONTRACT NUMBER: CCAP-0109

PROGRAM TYPE: INFANT TODDLER
RESOURCE

PROJECT NUMBER: 43-6944-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to support the Child Care and Development Programs and the California School Age Families Education (CalSAFE) Program serving birth to three years in accordance with Exhibit B, "2010-11 PROGRAM REQUIREMENTS FOR INFANT AND TODDLER CHILD CARE RESOURCE PROGRAM" (available online at <http://www.cde.ca.gov/fg/aa/cd/>), which are attached hereto and by this reference incorporated herein. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2010-11 Program Requirements for Infant and Toddler Child Care Resource Program, the current Child Care and Development Funding Terms and Conditions (FTCs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2010 through June 30, 2011. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$109.00.

Expenditure of these funds shall be reported quarterly to Child Development Fiscal Services (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, March 31, December 31 and June 30. Quarterly reports must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2010 through June 30, 2011 shall be included in the 2010-11 audit. All audits are due the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

(Continued on Page 2)

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING KEVIN MCLEOD, VICE CHANCELLOR OF BUSINESS	
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 12345 EL MONTE RD., LOS ALTOS HILLS, CA. 94022	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 109	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 FC# 93.713 PC# 000344 15011-6944	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 109	ITEM 30.10.020.901 6110-198-0890	CHAPTER B/A	STATUTE 2010
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5037 Rev-8290		FISCAL YEAR 2010-2011	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

CONTRACTOR'S NAME: FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCAP-0109

The reporting requirements imposed as a condition of receiving American Recovery and Reinvestment Act (ARRA) of 2010 funds are included in Attachment A, "American Recovery and Reinvestment Act of 2009 Reporting Requirements", and Attachment B, "Supplemental Terms and Conditions for Contracts Using ARRA Funds", which are attached hereto and by this reference incorporated herein.

Any provision of this contract found to be violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment 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 the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed contract will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. SWEATFREE CODE OF CONDUCT:
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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