

AGREEMENT BETWEEN CITY OF CLEARLAKE AND THE YUBA
COMMUNITY COLLEGE DISTRICT

This Agreement is made by and between the City of Clearlake, a California municipal corporation (“City”), and the Yuba Community College District, by and through its college, Woodland Community College (“Provider”) as of September 1, 2021.

Whereas, City has allocated City funds to for the purpose of implementing a last dollar scholarship program (the “Program”) to pay the fees for qualified Clearlake residents who graduate from any high school within the City of Clearlake and attend any one of the three Woodland Community College campuses during the 2022/2023 and 2023/2024 academic years. The services will benefit the City of Clearlake and its residents by encouraging Clearlake residents graduating from high school to pursue a college education and to provide educational opportunities for students who may not otherwise be able to afford to continue their education.

City and Provider agree as follows:

1. Term. The term of this Agreement shall be as set forth in Exhibit A.
2. Programs and Services. Provider will provide the services described in Exhibit A, entitled “Scope of Services.”
3. Funding and Use of Funds. City has allocated funds for the Program of up to \$55,000 to establish the Clearlake Promise Program for the 2022/2023 and 2023/2024 academic years. The funds shall be disbursed to Provider as set forth in Exhibit A and shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.
 - a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement. Provider shall reimburse City for all funds not used for the purposes described in Exhibit A.
 - b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. “Minor” means a change of use for no more than thirty percent (30 %) of the funds allocated to Provider, or a change which does not alter the core objectives of the service provided with the funds.
4. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.
5. Documents, Reports and Records.
 - 5.1 Record Retention. Provider shall at all times maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds paid to it by City.

5.2 Inspection of Records. All such records required to be maintained shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time to time render services to recipients that are personal and confidential in nature, provider will not provide City with access to student education records as those are defined under the Family Educational Rights & Privacy Act unless an appropriate exception exists, or the student provides written authorization. Upon receipt of any confidential records, City will at all times maintain that confidentiality and will not require a public record to be made or provided that would serve to violate the confidentiality requirements of Provider. Any inspection or audit shall be made by City's Finance Director, or a designee of the Finance Director.

5.3 Required Reports. Provider shall file Exhibit B, "Report for Use of City Funds," with the City on or before the dates set forth on Exhibit A. If payments of City funds are to be made in more than one installment, payment of the second and subsequent payments will not be made until any required reports have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, "Outcomes Report," with City on or before the date set forth on Exhibit A.

6. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person, on the basis of a person's race, ancestry, religion or religious creed, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, gender, gender identity, gender expression, pregnancy or pregnancy related condition, sexual identity, sexual orientation, political affiliation, or believe, or military and veteran status. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

7. Indemnification. Provider shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, arising from the performance of this agreement to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Provider or its employees, subcontractors, volunteers, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Provider or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Provider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of

this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

8. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, "Insurance Requirements," and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

9. Attribution. Provider shall include the following language, or such other language as the City may subsequently provide for this purpose, in any and all printed materials promoting or describing the programs and services to be provided pursuant to this Agreement:

10. Provider Not an Agent. Except as City may specify in writing, Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. The parties are independent contractors.

11. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

12. Amendments. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by an authorized official of both parties.

13. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto and incorporated herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

14. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have the ability to waive this requirement.

Signatures on following page.

15. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY:

PROVIDER:

Dirk Slooten, Mayor

**Dr. Cirilo Cortez
Dean
Lake County Campus
Woodland Community College**

Date: _____

Date: _____

Attest:

Melissa Swanson, City Clerk

**Dr. Artemio Pimentel
President
Woodland Community College**

Date: _____

Date: _____

**Kuldeep Kaur, Vice Chancellor,
Administration and Finance,
Yuba Community College District**

Date: _____

Approved as to Form:

Ryan R. Jones, City Attorney

EXHIBIT A SCOPE OF SERVICES

Provider: Woodland Community College
Address: 2300 E. Gibson Rd.
Woodland, CA 95776

Contact Person Title: Dr. Artemio Pimentel, President, Woodland Community College
Telephone: 530-661-5710
Email: apimente@yccd.edu

Funding Allocation: up to \$55,000.00

Term: July 1, 2022 – June 30, 2024

Services to be provided: Provider shall establish and implement a two-part promise program referred to as the Clearlake Promise Program. This program has two components: a fee-free component called the “Clearlake College Promise (CCP), and a scholarship component called the Clearlake Stars Scholarship.

The “Clearlake College Promise” will cover up to two years of community college fees for eligible Clearlake students. Students graduating from high school within a 12-month period prior to enrollment will be eligible for the Promise component of the Clearlake College Promise (“CCP”). In establishing the fee-free Clearlake College Promise program, Provider will create an application process which will include documentation that the students meet all eligibility criteria at the time of graduation from a high school within the City of Clearlake that includes a one-year residency within the City of Clearlake and has graduated from any high school in the City of Clearlake within a 12-month period prior to enrollment.

The Clearlake Stars Scholarship is a points-based scholarship of up to \$1,000 per year for additional discretionary college expenses. Implementation of the Clearlake Stars Scholarship component of the Clearlake College Promise is scheduled to begin in fall 2023. The program may provide for eligible students to receive scholarship money that can be used toward the payment of college expenses including textbooks and other required supplemental materials for enrolled classes. In establishing the Clearlake Stars Scholarship, Provider will create an application process which will include documentation of eligibility and scholarship points scored.

1. Units of Service to be Provided: N/A
2. Use of Funds: The Funds shall be awarded as follows:
 - A. Funds provided to Students:

For each CCP Recipient: Payment of current enrollment fees for the Clearlake College Promise Program recipients not eligible for the Financial Aid Fee Waiver, will include a maximum of \$46/unit x 15 units (\$690.00); Student Representation Fee of \$2; Health Fee, \$10.00; and

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Parking Fee, \$40.00. The current cost to attend Woodland Community College is \$742.00 per semester if a student is enrolled in 15 units (fees are subject to change by California State Legislature).

For each Clearlake Stars Scholarship Recipient funding will be provided according to the following priorities:

- First Priority – Woodland Community College Bookstore credit for textbooks, textbook rentals, instructional supplies and required supplemental materials for enrolled classes.

Maximum award available to each eligible Promise Program recipient shall not exceed \$500 per semester or \$1,000 per year.

- The City of Clearlake will provide additional funding for marketing and outreach materials, not to exceed \$5,000 for the term of this Agreement.
- The College will also support the Clearlake Promise Program by assigning current Student Outreach and Engagement Personnel to support the outreach and marketing of the program in the City of Clearlake.

Total sum of CCP funds expended shall not exceed \$55,000 per the term of this agreement.

3. Eligibility Criteria for Qualification of Recipients for Services:

A. Clearlake College Promise:

In order to be eligible to have fees covered by the Clearlake College Promise students must demonstrate that they meet the following criteria:

- Clearlake residency - Proof of physical residency will be established from the FAFSA or the California Dream Act application and transcripts or other enrollment records from a high school within the City of Clearlake or the Konocti Unified School District (KUSD).
- Students have been a Clearlake resident for at least one-year (same as the California College Promise Grant (California College Program Grant CCPG) formally the Board of Governor's (BOG) Fee Waiver) as demonstrated by one or more of the means identified above.
- Students must enroll within 12 months of graduating from high school (excluding summer).
- Completion of a Student Educational Plan showing a declared major (program of study) leading to a degree/certificate or transfer goal at WCC.
- Full-time enrollment (12 or more units) at WCC (Disability Services and Programs for Students (DSPS) exemption may apply).
- Completion of a FAFSA form or the California Dream Act Application.

B. Clearlake Stars Scholarship:

In order to be eligible to apply for the Clearlake Stars Scholarship, students must have met all eligibility criteria for the Clearlake College Promise (see above). Scholarship applicants will be assigned points based on the following:

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- Provide proof of civic engagement or volunteerism within the City of Clearlake during their first year at WCC for up to 90 hours of volunteered time per year.
- High school GPA and, if appropriate, college GPA.
- Enrollment in a Career Pathway at WCC that includes EMT, Administration of Justice, Agriculture, Culinary Arts, or Business.
- Or completion of a work-based ready internship in Clearlake that is associated with the student's educational program for up to 80 hours for the year. This requirement can be met by participating in the College Work-Study Program at WCC.

Scholarship awards are subject to the guidelines outlined above and contingent upon successful completion (grade of "C" or better or Pass) of 66% or more of units attempted for fall 2022 and spring 2023 classes with a 2.0 GPA.

Each program recipient enrolled under Woodland Community College and the Clearlake Promise Program must successfully complete (grade of "C" or better or Pass) 66% or more units of his or her courses attempted to be eligible for continued enrollment in the program and to qualify for the Clearlake Stars Scholarship Program during their second year of their academic program.

Provider shall keep documentation confirming eligibility requirements were met. In order to remain eligible for the Clearlake Promise Program(s), students must meet all Woodland Community College academic eligibility requirements.

Allocation and Payment of Funds: The City shall pay the funds to provider as follows: The provider will invoice the city of the actual expenses for tuition costs, names of students served, and disbursement of scholarship funds upon receipt of invoice from WCC with final number of awardees each semester. The City dollars are "last dollar" funds for fee portion of program of up to \$30,000 to cover the student fees and 10 student scholarship awards for each the 2022/23 and 2023/2024 academic years.

4. **Reports:** Provider shall file the following reports with City on the dates set forth below:

- 4.1 Report for Use of City Funds: annually or as requested by the City of Clearlake
- 4.2 Outcomes Report: annually or as requested by the City of Clearlake
The Outcomes Report shall include the information set forth in Exhibit C.

EXHIBIT B

REPORT FOR USE OF CITY FUNDS

Provider: Woodland Community College Address: 2300 E. Gibson Rd.
Woodland, CA 95776

Contact Person/Title: Dr. Artemio Pimentel, President, Woodland Community College
Telephone: 530-661-5710
Email: apimente@yccd.edu

- 4.1 Report Due Dates annually within 60 days of the end of Spring semesters or as requested by the City of Clearlake

Report Accounting Period:

- Spring Fall 2022 semester through Spring semester 2024

City funds received during reporting period:

Report shall list amount awarded to each recipient to include Enrollment Fees, Student Representation Fee, Health Fee, Parking fee, textbooks, textbook rentals and required supplemental materials for enrolled classes purchased using WCC College Bookstore.

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): *[this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures]*

EXHIBIT C

OUTCOMES REPORT

Provider: Woodland Community College
Address: 2300 E. Gibson Road
Woodland, CA 95776

Contact Person/Title: Dr. Artemio Pimentel, President, Woodland
Community College
Telephone: 530-661-5710
Email: apimente@yccd.edu

Report Due Dates: annually within 60 days of the end of spring semesters or as requested by the
City of Clearlake

- Report Information:

Following Spring semester WCC will provide the City of Clearlake with the following data:

- # of students who applied for the Clearlake College Promise program
- # of students accepted into the Clearlake College Promise program
- # of those accepted into the Clearlake College Promise program who enrolled at WCC.
- Clearlake high school student enrollment trends at WCC.
- Basic demographics of Clearlake College Promise Program applicants and those enrolled through the Program.
- Basic demographics of Clearlake high school graduates enrolled at WCC = gender, race/ethnicity, age group.
- Fall and Spring semester course retention and course success rates for participants in the Clearlake College Promise program. *
- Fall to Spring college persistence rate for participants in the Clearlake College Promise program. *

*Note: In order to protect student rights under FERPA, all data will be aggregate and data from groups with N<10 will be repressed.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Provider, at its own cost and expense, shall procure “occurrence coverage” insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services hereunder by the Provider and its agents, representatives, employees, volunteers and subcontractors. Provider shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Provider shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Finance Director and City Attorney.

1. **Workers’ Compensation.** Provider shall, at its sole cost and expense, maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Provider. The Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Provider may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Provider, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability or general liability insurance shall be per occurrence, combined single limit coverage for

risks associated with the work contemplated by this Agreement. If a commercial general or general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.2 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

2.3 Sexual Molestation and Abuse Coverage. Any Provider using City funds to provide direct services to children shall maintain sexual molestation and abuse coverage in an amount no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

3. Automobile Liability Insurance.

3.1 General requirements. When applicable, Provider, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not

less than ONE MILLION DOLLARS (\$1,000,000.00). The automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2 **Minimum scope of coverage.** Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

3.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4. **All Policies Requirements.**

4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Provider shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.2 **Subcontractors.** Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.3 **Deductibles and Self-Insured Retentions.** Provider shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. General Liability and Automobile liability – self-insured retention is \$250,000. Workers’ compensation – self-insured.

During the period covered by this Agreement, only upon the prior express written authorization of the Contract Administrator, Provider may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Provider procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.5 **Waiver of Subrogation.** Provider hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Provider agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Provider, its employees, agents, and subcontractors.

4.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Provider shall provide written notice to City at Provider’s earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.