

**COOPERATIVE AGREEMENT  
BETWEEN  
CHABOT COLLEGE  
AND  
CHABOT COLLEGE FOUNDATION**

WHEREAS, the Chabot College Foundation (hereinafter referred to as the “Foundation”) exists solely and exclusively to develop and expend funds to support excellence at Chabot College (hereinafter referred to as “Chabot”); and

WHEREAS, in furtherance of its charitable objectives, the Foundation requires both a financial and administrative support as appropriate through the President’s Office; and the related and necessary space & equipment to properly represent Chabot in the service area.

WHEREAS, it is deemed to be expedient and proper to enter into an Agreement providing for the general exchange of services between the Foundation and Chabot and for resources, it is mutually agreed as follows:

1. Duties, Responsibilities and Obligations of Chabot. Chabot agrees, at its expense, to do each of the following:

1.1 To make the services of its Chabot College Foundation Executive Director and other designated staff, if any, available as reasonably required to assist the Foundation in accomplishing its purposes and objectives and to supervise activities mutually agreed upon by the Foundation and Chabot.

1.2 To provide services to the Foundation for the purpose of accounting for the revenue and expenditures of the Foundation and each project undertaken by it.

1.3 To provide cash in an amount annually agreed upon to insure the financial and operational success of the Foundation.

1.4 To provide office space, telephone service, equipment, office supplies, including postage, audio/visual, duplication, printing, publication and mailing services to the Foundation.

1.5 To continue to maintain the staff dedicated to the Foundation on Chabot’s payroll as it is necessary for the employees to obtain the state benefits provided thereunder.

1.6 To administer, develop and supervise any mutually agreed third party contract or agreement at actual cost plus ten percent of the gross revenues of each such contract or agreement; such services shall include budgeting, accounting, purchasing, payroll, personnel, instructional, promotional and supporting functions as required to meet the obligations of any such negotiated contractual agreement by the Foundation and Chabot.

2. Duties, Responsibilities and Obligations of the Foundation. In consideration for this Agreement, the Foundation agrees as follows:

2.1 To raise and make available to Chabot, for mutually agreed upon programs and services, unrestricted funds held by the Foundation and restricted funds for such purposes as are designated by the donors thereof.

2.2 To seek and/or acquire funds to provide financial support to Chabot and its students, for all proper and appropriate purposes including, but not limited to the following:

(a) Scholarships, including memorial scholarships, mentoring, retention and endowments; and

(b) Academic and vocational programs, capital construction, equipment, special programs, lecture series, concerts, art exhibits, travel logs, drama productions, athletic events, or any other purpose, capable of being financed by endowment or other donated funds; and

(c) Any unrestricted purposes consistent with the mission and goals of Chabot so that the Foundation can direct these funds where the need is the greatest.

2.3 To seek and/or acquire funds that will off-set all normal operations of the Foundation, including salaries & benefits.

2.4 To be the contracting agent between public and non profit agencies providing educational services not normally supported by state appropriation.

2.5 To be the contracting agent between the Chabot and corporate entities for the purpose of providing products, services or requiring access to the advertising opportunities on the campus.

2.6 To contract with Chabot to develop and supervise any mutually agreed third party contract or agreement at actual cost plus ten percent of the gross revenues of each such contract or agreement; such services shall include budgeting, accounting, purchasing, payroll, personnel, instructional, promotional and supporting functions as required to meet the obligations of any such negotiated contractual agreement by the Foundation and Chabot.

3. Provisions Applicable to Both Parties. It is mutually agreed by both parties hereto as follows:

3.1 That either party may terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination.

3.2 That the term of this Agreement shall be for a period commencing effective July 1, 2006 and shall continue thereafter until terminated by either party or June 30, 2010.

3.3 That this agreement is intended to preserve the status of the Foundation as an independent contractor and shall not be considered as creating any agency relationship between the Foundation and Chabot.

3.4 That this Agreement sets forth in full the entire agreement of both parties, and any other agreement, representation or understanding, verbal or otherwise, relating to the services of either party, or otherwise dealing in any manner with the subject matter of this Agreement is hereby deemed to be null and void and of no force whatsoever. While this Agreement may be terminated by other parties it may otherwise be modified or amended only by written agreement executed by both parties hereto.

**Chabot College**

**By:** \_\_\_\_\_  
**Dr. Robert Carlson, President**

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

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

**Chabot College Foundation**

**By:** \_\_\_\_\_  
**John Gutierrez**  
**Chairman 2006/2007**

\_\_\_\_\_  
**Richard Hong**  
**Chairman 2004/2006**

\_\_\_\_\_  
**Dr. Marshall Mitzman**  
**Founding Chairman 2002/2004**

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