

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO 0001078343

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date 09/30/2014	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 767782 ROSENTHALR KK POONV		Location / Dept 04CYFH107

Vendor: 0000035707
KEVIN BRAY CONSULTING
8644 LADY JANE WAY
ORANGEVALE CA 95662

Phone: (916) 988-8946

email: kbrayb@live.com

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	SERVICE AGREEMENT 45407 TO PERFORM FLC INSTITUTIONAL RESEARCH REPORTS AND EVALUATIONS AS NECESSARY FROM 09/24/14 THROUGH 12/31/14	1.00	JOB	5,000.00	5,000.00	10/14/2014

CONFIRMATION ONLY - DO NOT DUPLICATE ORDER
PLEASE NOTE THIS PURCHASE ORDER NUMBER ON THE COMPANY INVOICE TO EXPEDITE PAYMENT

VENDOR MUST SUBMIT AN INVOICE TO THE DISTRICT UPON COMPLETION OF SERVICE

Sub Total Amount	5,000.00
Sales Tax Amount	0.00
Total PO Amount	5,000.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.PRDO	66000	00000	101E	5,000.00	2015

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature
 10-2-14

10-2-14
Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Los Rios Community College District

Requisition

Page _____ of _____

Req. No. **767782**

P.O. NO. **0001078343**

Vendor Code	DATE <u>9/22/14</u>
Approved	VENDOR <u>Kevin Bray</u>
Terms	ADDRESS <u>8644 Lady Jane Way</u>
F.O.B.	CITY <u>Orangevale</u> STATE <u>CA</u> ZIP <u>95662</u>
	PHONE <u>(916) 988-8946</u> FAX _____

DELIVERY INSTRUCTIONS	
04ADMIN	Location Code
FLC	ADMIN
College/District Location	Department
Division	Date Required

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.				
1	Fees to cover services related to the Office of				\$5,000.00
2	Institutional Research as outlined in the attached				
3	scope of work. See attached LRCCD Service				
4	Agreement #45407.				
5					
6					
7					
8					
9					
10					
11	<i>"Confirming P.O. requested"</i>				
12					
13	<i>Provide Institutional Research Services due to Research Analyst vacancy</i>				
Purchases Charged to Categorical Programs, Grants or Special Projects				SalesTax	
This purchase is in compliance with the requirements of _____				Total	\$5,000.00
Program Director/Coordinator Signature _____		Program Name _____			
_____ For grants/special projects		Project/Grant Number _____			
Program Goal/Objective Number/Explanation _____					

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: Rachel Rosenthal TYPED/PRINT DATE 9/22/14

REQUESTED BY: Rachel Rosenthal SIGNATURE DATE 9/22/14

AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE DATE 9/22/14

APPROVED: Stephanie Kirklin VICEPRESIDENT, ADMINISTRATION DATE 9/22/14

Instructions on Reverse

GENED / 5100 / 11 / FL.VI.PRDO

Bus. Unit	Account*	Fund	Org	Amount
<u>66000</u>	<u>00000</u>	<u>12015</u>	<u>101E</u>	\$ 5,000.00

Program Sub-Class BY Proj/Grnt Amount

Bus. Unit Account* Fund Org

Program Sub-Class BY Proj/Grnt Amount

\$

*Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code _____ Dept. _____

Building _____ Room No. _____

GS #127 08/06

District Office: White

College Requesting: Yellow

Requestor: Pink

Area Dean: Goldenrod

From: [Kirklin, Kathleen](#)
To: [Haney, Brenda](#); [Karnitz, Kathy J.](#)
Cc: [Sprinkel, Beth](#)
Subject: RE: FOR YOUR ACTION_ FW: REQUEST FOR CONFIRMING PO#_ REQ_767782 BRAY, KEVIN
Date: Tuesday, September 30, 2014 11:30:44 AM
Attachments: [image001.png](#)
[SA 45407 BRAY.K.PDF](#)
Importance: High

To All:

The information on the Service Agreement is incorrect. Kevin Bray was never an employee of LRCCD – ARC. I verified this with Brenda Balsamo, HR. Keven Bray was an employee of Sierra College, Dean of Planning and Research. (retired). Attached is a corrected service agreement.

The GS79 form is correct.

Kathleen

Kathleen Kirklin | Vice President, Administration
Folsom Lake College | 10 College Parkway | Folsom, CA 95630
p. 916.608.6733 | **f.** 916.608.6584 | Kathleen.kirklin@flc.losrios.edu

From: Haney, Brenda
Sent: Tuesday, September 30, 2014 8:01 AM
To: Kirklin, Kathleen
Cc: Sprinkel, Beth; Karnitz, Kathy J.
Subject: FOR YOUR ACTION_ FW: REQUEST FOR CONFIRMING PO#_ REQ_767782 BRAY, KEVIN
Importance: High

Hi Kathleen –

Can you assist with Purchasing's questions below – all documents attached.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

 916.608.6635 |  haneyb@flc.losrios.edu

From: Karnitz, Kathy J.
Sent: Tuesday, September 30, 2014 7:59 AM
To: Haney, Brenda
Subject: RE: REQUEST FOR CONFIRMING PO#_ REQ_767782 BRAY, KEVIN

The PO number is 1078343. The PO will move forward, but may not be approved without the request below completed.

Kathy J. Karnitz, Buyer

Los Rios Community College District, Purchasing, 1919 Spanos Ct., Sacramento, CA
95825
Phone: 916-568-3127 Fax: 916-568-3145

From: Karnitz, Kathy J.
Sent: Tuesday, September 30, 2014 7:50 AM
To: Haney, Brenda
Subject: RE: REQUEST FOR CONFIRMING PO#_ REQ_767782 BRAY, KEVIN

Brenda,
While I'm doing this, could you fix something on the GS79 (independent contractor) form? **The Service Agreement notes that Kevin was an employee at ARC at some point; no dates were provided. But the GS79, on line 1, doesn't support that statement. So I'll need line 1 corrected and at least line 4 as well**Thanks,

Kathy J. Karnitz, Buyer
Los Rios Community College District, Purchasing, 1919 Spanos Ct., Sacramento, CA
95825
Phone: 916-568-3127 Fax: 916-568-3145

From: Haney, Brenda
Sent: Tuesday, September 30, 2014 7:09 AM
To: Karnitz, Kathy J.
Subject: RE: REQUEST FOR CONFIRMING PO#_ REQ_767782 BRAY, KEVIN

Can we get a confirming PO number.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

 916.608.6635 |  haneyb@flc.losrios.edu

From: Karnitz, Kathy J.
Sent: Monday, September 29, 2014 4:15 PM
To: Haney, Brenda
Subject: RE: REQUEST FOR CONFIRMING PO#_ REQ_767782 BRAY, KEVIN

Thanks, just sent him a note.

Kathy J. Karnitz, Buyer
Los Rios Community College District, Purchasing, 1919 Spanos Ct., Sacramento, CA
95825
Phone: 916-568-3127 Fax: 916-568-3145

From: Haney, Brenda
Sent: Monday, September 29, 2014 3:56 PM
To: Karnitz, Kathy J.
Subject: RE: REQUEST FOR CONFIRMING PO#_ REQ_767782 BRAY, KEVIN

Kevin Bray - email: kbrayb@live.com

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Karnitz, Kathy J.

Sent: Monday, September 29, 2014 3:27 PM

To: Haney, Brenda

Subject: RE: REQUEST FOR CONFIRMING PO#_ REQ_767782 BRAY, KEVIN

Hi,

Didn't find them. We don't enter every W-9 and Vendor Appl we receive unless we know for sure we'll need it.

Could I have his email to ask him to send the W-9, CA590 & Vendor Application directly to me?

Kathy J. Karnitz, Buyer

Los Rios Community College District, Purchasing, 1919 Spanos Ct., Sacramento, CA 95825

Phone: 916-568-3127 Fax: 916-568-3145

From: Haney, Brenda

Sent: Monday, September 29, 2014 3:00 PM

To: FLC-Purchase

Subject: REQUEST FOR CONFIRMING PO#_ REQ_767782 BRAY, KEVIN

Importance: High

Purchasing –

This original REQ was sent to your office last Friday afternoon – most likely in today's outgoing mail. [FLC President's office needs a Confirming PO number.](#)

We also need a status on this new VID - Mr. Bray indicated in an email to FLC that he sent the new vendor packet materials to District Purchasing on 9/12/14 – can you confirm if they were received (Vendor Application W9)?

- Note: Attached PDF contains Vendor Packet Attachments B, C, and D and Certificate of Insurance.

Thank you,

Brenda Haney

Business Services

LOS RIOS COMMUNITY COLLEGE DISTRICT
SERVICE AGREEMENT

(Information on the purchase order and the back of this form are part of this Agreement. Please read this important information.)

No. 45407

Attachment to Purchase Order No. _____

This Agreement entered this 24th day of Sep 2014 by and between the Los Rios Community College District (District) and
(CONTRACTOR) KEVIN BRAY CONTRACTOR No. _____ Social Security No. 568-78-6785

Business Name (if different) _____ FIN No. _____

Check One: Sole Proprietorship Partnership _____ Corporation _____ Check One: U.S. Citizen _____ Resident Alien _____ Non-resident Alien _____

Telephone No. (916) 988-8946 (SSN or FIN No. must be provided for payment)

Address 8644 Lady Jane Way City and State Zip Orangevale, CA 95662

Are you now or have you been an employee of the District? Yes No If yes, Date _____ Location American River College

Are you related to an employee of the District? Yes _____ No If yes, who 9/30/14

GENERAL CONDITIONS:

1. Scope of Work. CONTRACTOR shall perform specific services as set forth below (attach separate schedule if necessary, and reference the attachment). The term of this Agreement is from (date) 9/24/14 to (date) 12/31/14. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.

2. Compensation. For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$5,000.00, during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator. Payment terms are: Net 30 Upon Receipt of Invoice. Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

3. Termination. The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

4. Integration, Amendments. This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: and attached Scope of Work. All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

5. Independent CONTRACTOR not Agent.

- CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.
- CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.
- If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.
- Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.
- Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.
- Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number.
- CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) Kevin Bray

Signature of CONTRACTOR [Signature] Date 9/22/14 Requisition # 767782

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator

LOS RIOS COMMUNITY COLLEGE DISTRICT
SERVICE AGREEMENT

(Information on the purchase order and the back of this form are part of this Agreement. Please read this important information.)

No. 45407

Attachment to Purchase Order No. _____

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Business Name (if different) _____ FIN No. _____

Check One: Sole Proprietorship Partnership _____ Corporation _____ Check One: U.S. Citizen _____ Resident Alien _____ Non-resident Alien _____

Telephone No. (916) 988-8946 (SSN or FIN No. must be provided for payment)

Address 8644 Lady Jane Way City and State Zip Orangevale, CA 95662

Are you now or have you been an employee of the District? Yes No _____. If yes, Date _____ Location American River College

Are you related to an employee of the District? Yes ____ No _____. If yes, who _____

GENERAL CONDITIONS:

1. **Scope of Work.** CONTRACTOR shall perform specific services as set forth below (attach separate schedule if necessary, and reference the attachment). The term of this Agreement is from (date) 9/24/14 to (date) 12/31/14. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$5,000.00, during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator. Payment terms are: Net 30 Upon Receipt of Invoice. Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

3. **Termination.** The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

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5. **Independent CONTRACTOR not Agent.**

- a. CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.
- b. CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.
- c. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.
- d. Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.
- e. Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.
- f. Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- g. Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number.
- h. CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) Kevin Bray

Signature of CONTRACTOR [Signature] Date 9/22/14 Requisition # 767782

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator

Kevin Bray
SCOPE OF WORK
Folsom Lake College

1. Assist with preparation of Coffee Exchange Reports, including trend analysis.
2. Provide analysis of data and related narrative for FLC's Self-Evaluation Report.
3. Evaluate KPI's for appropriateness, accuracy, ease of use, and alignment with college planning, accreditation, SSSP and Student Equity Plan needs.
4. Advise ad hoc RAC regarding prioritization of research requests.
5. Respond to ad hoc requests for research.

September 19, 2014

LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825
Phone (916) 568-3071 FAX (916) 568-3145
Purchasing Department
lrcdpcpurchase@losrios.edu



Sacramento City College American River College Cosumnes River College Folsom Lake College

CONFLICT OF INTEREST STATEMENT

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

(Pursuant to District Regulation R-8323 and District Policy P-8611

This form must be signed and submitted with the Purchase Requisition (GS Form 127) for those transactions listed below.)

- ❖ Sole Source
- ❖ Professional Service Agreements
- ❖ Service Agreements (GS Form 78: Rev. 2/2012)
- ❖ Selection Committee Recommendations (formal process)

READ CAREFULLY BEFORE SIGNING:

Rachel Rosenthal
Employee/Date 9/25/14

767782
Requisition Number

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

OFFICIAL USE ONLY:	
PURCHASE ORDER#	
BUYER/DATE:	

**LOS RIOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR vs. EMPLOYEE CHECKLIST**

This questionnaire is to be used to determine if an individual is an independent contractor or employee. The individual should be consulted where necessary to answer all questions. If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, checklist, and any explanatory attachments. The contract will not be valid until a Purchase Order is issued, and no agreements should be made nor should work commence before that time. Due consideration should be given to all questions, since the penalty to the originating department for misclassification is approximately 50% of the contract amount. For more information see the District Purchasing Guide. If you have any questions or require assistance, please contact the Director, Accounting Services at the District Office.

- | | <u>Y</u> | <u>N</u> |
|--|--------------------------|-------------------------------------|
| 1. Has this person ever been employed by the District? If so, please explain when and in what capacity _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Does the work include teaching, training, facilitating, counseling, curriculum development, workshops, seminars, or any other function related to education? If so, please explain _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Will the District exercise any control, direction or supervision of the contractor? If so, please explain _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why, and continue to question #4. If the answer to all of the above questions is "No", continue to question #4.

- | | | |
|---|--------------------------|--------------------------|
| 4. Must this individual perform the services (as opposed to the individual subcontracting or assigning the work to others)? Please explain to what extent the individual may or may not hire/subcontract others to do the work _____. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has this individual worked for the District as an independent contractor in the past? If so, please explain the nature of past services (for what period, continuous vs. intermittent, how many hours, etc.) _____. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Can the contractor quit for any reason other than the District's breach of contract? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract? | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to three or more of these questions 4 through 7 are "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why and continue to question #8.

- | | | |
|---|--------------------------|--------------------------|
| 8. Does the individual operate an independent trade or business, offering these same services to the general public? If so, please ask the individual what proportion of their annual revenues are obtained from the District:
Less than 25%- _____ Between 25% & 50% _____ Over 50% _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.? | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Does the individual provide all materials, supplies, and support services necessary for performance of this service? If no, please explain _____. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Does the individual bear the cost of any travel and business expenses incurred to perform this service (no District reimbursement)? | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to questions 8 through 11 is "Yes", and the answer to questions 1 through 7 is "No", this individual can be classified as an independent contractor.

The above information has been compiled and reviewed per District Guidelines:

Originator: *Kathleen Kukla* Date: 9/22/14

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No 767782
Description of Services Institutional Research

As of January 1, 2003, Education Code Section 88003.1 restricts the District's ability to contract for services. Before a requisition can be processed, the following certificate must be completed indicating that the required service meets the Ed Code criteria.

Section I

The requisition will not go forward for processing unless you answer yes to at least one of the questions below:

- | | Yes | No |
|--|-------------------------------------|--------------------------|
| 1. Is this a continuing Service Agreement that was in place before January 1, 2003? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The service is needed to respond to an emergency. The contract shall be no longer than sixty days. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose. | <input type="checkbox"/> | <input type="checkbox"/> |

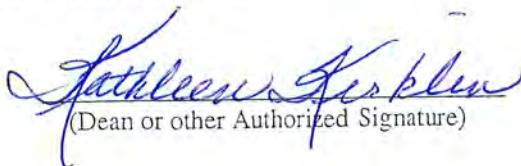
Section II

If the services do not fall within one of the above exceptions, the requisition will not go forward unless you answer yes to all of the following questions:

- | | | |
|--|--------------------------|--------------------------|
| 1. There clearly will be actual overall cost savings. | <input type="checkbox"/> | <input type="checkbox"/> |
| a. The District must consider the salaries and benefits of additional staff and the cost of additional space, equipment and materials. | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The District shall not include the District's indirect overhead costs, unless those costs would be exclusively caused by the work. | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The services are not being contracted out solely to save money. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The contract does not cause the displacement of District employees. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The savings must be large enough that market fluctuations will not tip the balance. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The amount of savings must clearly justify the size and duration of the contract. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The contract must be publicly bid. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. There is minimal risk of contractor rate increases. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The contract is with a firm. | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. The potential economic advantage of contracting out is not outweighed by the public interest in having the work done in-house. | <input type="checkbox"/> | <input type="checkbox"/> |

If the services do not qualify under Section I or II, then the services must be completed by District staff and the requisition cannot be processed.

Certified by:


(Dean or other Authorized Signature)

Date:

9/22/14

Attachment – B

Los Rios Community College District

TYPES OF CONTRACT SERVICE

A. General Contractors and Specialized Services:

- Aircraft or Air Charter
- Ambulance Services
- Asbestos Abatement
- Food Services and Catering
- General Construction Contracts (Plant or Other Facilities)
- Hazardous Waste Services
- International Study Travel Abroad
- Medical Services (including optical and laboratory)
- Professional Services (Accountants, Actuaries, Architects, Attorneys, Engineers, Financial Services, Insurance, Surveyors)
- Special Events Community Services/Pyrotechnical Displays Transportation Services
- High Voltage Services

B. Building/Grounds and Maintenance Services:

- Building and Grounds Maintenance (Electrical, HVAC, painting, plumbing, roofing, etc.)
- Elevator Maintenance
- Groundskeepers
- Janitor/Custodial
- Special Events Community Services
- Tree Removal/Trimming
- Roadway/Parking Lot Striping

C. Repair, Installation, and Independent Contractors Services:

- Carpet Installation and Cleaning
- Door and Window Services
- Floor Installation, Cost Estimators, Schedule Consultants
- Facilities Planning Consultants, QA Plan Reviewers
- Garage Door Installation, Fence Repairs
- Independent services contracts (grants writers, professional speakers, trainers, and facilitators, report writers, and evaluation/assessment reports)
- Information Technology
- Locksmith Services
- Shower/Tub and Tile Repair

* Step 1 – Review Attachment A for District insurance coverage requirement.
* Step 2 – Identify type of contractual service to be performed on Attachment B, i.e., A, B, or C above.
* Step 3 – Reference Attachment C to review insurance coverage and limits based on contract type.
* Step 4 – Use the compliance checklist in Attachment D to confirm requirements are satisfied.

Attachment - C

Los Rios Community College District

INSURANCE COVERAGE AND LIMITS

(Identify the type of contract, reference Attachment A)

Type of Contract	Comm'l General Liab.	Business Auto Liab.	Professional Liab.	Fire and Extended Coverage for all Risk Prop.	Workers' Compensation
A, B, OR C	√	√		**	√
Aircraft	√				
Professional service contract (architects, engineers, doctors)*	√	**	√		√

√ = Coverage normally required in contract situation.
 * = License required by governmental agency.
 ** = Coverage often (but not always) required in contract situation.

INSURANCE COVERAGE LIMITS				
Coverage	Basis	Type A	Type B	√ Type C
Commercial General Liability (CGL) (Additional Insured)	Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
	Aggregate	\$3,000,000	\$2,000,000	\$1,000,000 ✓
Automobile Liability (AL) (Additional Insured)	Occurrence	\$1,000,000	\$1,000,000	\$500,000 ✓
Hazardous Waste Hauling w/ MCS 90 Filing (Additional Insured)	Occurrence	\$5,000,000	\$5,000,000	\$5,000,000
Workers' Compensation (WC) Employers' Liability (EL)	Statutory Occurrence	Statutory Limit \$1mil/\$1mil /\$1 mil	Statutory Limit \$500,000/\$500,000 /\$500,000	Statutory Limit \$500,000/\$500,000 /\$500,000
Builders' Risk (BR)	Occurrence	Completed Project Value		
Property	Contract Value	Full Replacement - No Coinsurance		
Professional Liability (PL) (Errors and Omission)	Claims Made * Aggregate	\$3,000,000 \$5,000,000	N/A	N/A
Pollution/Environmental	Occurrence	\$5,000,000	\$1,000,000	\$1,000,000
	Aggregate	\$5,000,000	\$2,000,000	\$2,000,000
Aircraft Liability	Occurrence	\$5,000,000	\$5,000,000	\$5,000,000
	Aggregate	\$10,000,000	\$10,000,000	\$10,000,000
* Claims Made		5 year tail (ERP) Extended Reporting Period	N/A	N/A

* Claims Made: Require the retroactive date, if any, precede the commencement of the performance of the contract. Coverage should remain in force for (10) years after completion of work.

Attachment - D
Los Rios Community College District
COMPLIANCE CHECKLIST

	Yes (✓)	No (✓)	Comments
Commercial General Liability			
<ul style="list-style-type: none"> Contract A Limit is \$1,000,000 per occurrence w/ \$3,000,000 aggregate. Comprehensive Form 			Insurer _____
<ul style="list-style-type: none"> Contract B Limit is \$1,000,000 per occurrence w/ \$2,000,000 aggregate. Comprehensive Form 			Best Rating _____
<ul style="list-style-type: none"> Contract C Limit is \$1,000,000 per occurrence w/ \$ 1,000,000 aggregate. Comprehensive Form 	✓		California licensed? <input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Separation of insured's/severability of interest 			
<ul style="list-style-type: none"> Waiver of subrogation 			
<ul style="list-style-type: none"> Occurrence form 			
<ul style="list-style-type: none"> General aggregate (minimum \$1.0, \$2.0 or \$3.0 Million) 			
<ul style="list-style-type: none"> Included as an additional insured 			
<ul style="list-style-type: none"> Contractor's insurance is primary ins. or self-ins. 			
Business Automobile Liability			
<ul style="list-style-type: none"> Limit is \$1,000,000 			Insurer _____
<ul style="list-style-type: none"> Covers owned, non-owned and hired automobiles 			Best Rating _____
			California licensed? <input type="checkbox"/> yes <input type="checkbox"/> no
Workers' Compensation		N/A	
<ul style="list-style-type: none"> Statutory, and includes employers' liability of \$500,000 or \$1,000,000 limit 			Insurer _____
			Best Rating _____
			California licensed? <input type="checkbox"/> yes <input type="checkbox"/> no
Aircraft Liability			
<ul style="list-style-type: none"> Limit is \$5,000,000 occurrence w/ \$10,000,000 aggregate 			
<ul style="list-style-type: none"> Severability of interests 			Insurer _____
<ul style="list-style-type: none"> Waiver of subrogation 			Best Rating _____
<ul style="list-style-type: none"> Contractor's insurance is primary 			California licensed? <input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Includes passenger coverage 			
<ul style="list-style-type: none"> Covers owned, non-owned, and hired aircraft 			
<ul style="list-style-type: none"> Included as an additional insured 			
Professional Liability			
<ul style="list-style-type: none"> Limit is \$3,000,000 			Insurer _____
			Best Rating _____
			California licensed? <input type="checkbox"/> yes <input type="checkbox"/> no
Certificate Provisions			
<ul style="list-style-type: none"> 30-day notice of cancellation 			
<ul style="list-style-type: none"> 30-day notice of nonrenewal 			
<ul style="list-style-type: none"> 30-day notice of material change 			
<ul style="list-style-type: none"> Notice definitely requires the insurer to send notice 			
General Comments			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2014

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

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

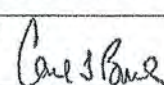
PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022		CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL: contact@hiscox.com ADDRESS: contact@hiscox.com	
INSURED Kevin Bray Consulting 8644 Lady Jane Way Orangevale CA 95662		INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	UDC-1492246-CGL-14	09/22/2014	09/22/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Hiscox General Liability Policy UDC-1492246-CGL-14 is endorsed with waiver of subrogation endorsement E5402 in favor of Los Rios Community College District, its trustees, officers and agents. Hiscox will provide days notice of cancellation for the reasons as prescribed under COMMON POLICY CONDITIONS Endorsement IL 00 17 11 9

CERTIFICATE HOLDER Los Rios Community College District, its trustees, officers and agents 1919 Spanos Ct. Sacramento, CA 95825	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

COMPANY NAME:

MID-CENTURY INSURANCE COMPANY, LOS ANGELES, CALIFORNIA

EVIDENCE OF INSURANCE FOR LIENHOLDER INTERESTS

Insured's name and address: KEVIN BRAY 8644 LADY JANE WAY ORANGEVALE, CA 95662		POLICY NO: 188865823 POLICY EDITION: 2ND EFFECTIVE DATE: 07/21/2010 EXPIRATION DATE: CONTINUOUS UNTIL CANCELLED EXPIRATION TIME: 12:01 A.M. Standard Time
Issuing office: NW ServicePoint 23175 NW Bennett St., Hillsboro, OR 97124		AGENT: Randy G Gardner AGENT NO: 95 35 33K AGENT PHONE: (916)965-4690

Description of vehicle

Year	Make	Model	Vehicle Identification Number
2010	SUBARU	FORESTER 4D 4WD 2.5X VDC	JF2SH6CC2AH771073

COVERAGES

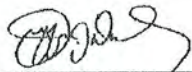
Coverage	Limits/Deductible		Coverage	Limits/Deductible
Liability	Each Person	Each Occurrence	Comprehensive Deductible	\$750 Deductible
Bodily Injury	\$500,000	\$500,000	Collision Deductible	\$1,000 Deductible
Property Damage		\$100,000	Towing	Not Covered
UNINSURED MOTORIST	Each Person	Each Occurrence	Other	Covered
Bodily Injury	\$500,000	\$500,000	Non-Auto Liability	Not Covered
Property Damage		Covered	Medical	Not Covered
Medical/No-Fault	\$5,000		Additional Equipment	\$1,000

This evidence is subject to all of the terms, conditions and limitations set forth in the policy(ies) and endorsements attached to it. It is furnished as a matter of information only and does not change, modify or extend the policy in any way. It supersedes all previously issued certificates.

1st Lienholder:

Additional Interest:

LOS RIOS COMMUNITY COLLEGE DISTRICT
1919 SPANOS CT
SACMNTO CA 95825-3905



Authorized Representative

09/12/2014

Date

AGENT NAME & ADDRESS:
Randy G Gardner
8035 Madison Ave #d2
Citrus Hts, CA 95610-7949
25-6439 5-08

AGENT NO: 95 35 33K
AGENT PHONE: (916)965-4690

A6439101

The following table explains the meaning of coverage designations used on the first page, under "Coverage." applicable coverages may be indicated by the abbreviation "COV" or by a dollar amount expressing the limit of liability for that coverage. "NC" and "NOT COV" mean "not covered," and "MAX" means "maximum deductible."

COVERAGE DESIGNATIONS

BI/Bodily Injury	—	Bodily Injury Liability	COMP	—	Comprehensive Car Damage
PD	—	Property Damage Liability	COLLISION	—	Collision - Upset
UM/UMPD	—	Benefits for Bodily Injury caused by Uninsured Motorists (including Property Damage if a coverage amount is listed)	Non-Auto	—	Comprehensive Personal Liability, each occurrence Medical Payments to Others, each person Damage to Property of Others, see policy for limits of occurrence.
UIM	—	Benefits for Bodily Injury caused by Uninsured Motorists	Tow	—	Towing and road service coverage.
MED/Medical	—	Medical Expense Insurance, Family Medical Expense, and Guest Medical Expense (see policy provision)	Other	—	One or more miscellaneous coverages added by endorsement to the policy.
No-Fault	—	Coverage and endorsements added, if applicable			

Loss Payable Provisions

*These provisions are applicable only if a lienholder is named, and if no other Automobile loss payable endorsement is attached to the policy.

It is agreed that any payment for loss or damage to the vehicle(s) described in this policy to which this lien extends shall be made on the following basis:

- 1 At our option, loss or damage to said vehicle(s), shall be paid as interest may appear to the policyholder and the lienholder shown in the Declarations, or by repair of the damaged vehicle.
- 2 Any act or neglect of the policyholder or a person acting on his behalf shall not void the coverage afforded to the lienholder.
- 3 Change in title or ownership of the said vehicle(s), or error in its description shall not void coverage afforded to the lienholder.

The policy does not cover conversion, embezzlement or secretion of the said vehicle(s) by the policyholder or anyone acting in his behalf while in possession under a contract with the lienholder.

A payment may be made to the lienholder which we would not have been obligated to make except for these terms. In such event, we are entitled to all the rights of the lienholder to the extent of such payment. The lienholder shall do whatever is necessary to secure such rights. No subrogation shall impair the right of the lienholder to recover the full amount of its claim.

We reserve the right to cancel this policy at any time as provided by its terms. In case of cancellation or lapse we will notify the lienholder at the address shown in the Declarations. We will give the lienholder advance notice of not less than 10 days from the effective date of such cancellation or lapse as respects his interest. Mailing notice to the loss payee is sufficient to effect cancellation.

The following applies as respects any loss adjusted with the mortgagee interest only:

- 1 Any deductible applicable to Comprehensive Coverage shall not exceed \$250.
- 2 Any deductible applicable to Collision Coverage shall not exceed \$250.

LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825
Phone (916) 568-3071, FAX (916) 568-3145
Purchasing Department
lrcdcpurchase@losrios.edu



Sacramento City College American River College Cosumnes River College Folsom Lake College

**Sole Proprietor's Waiver of
WORKERS' COMPENSATION BENEFITS**

(Pursuant to Business and Professional Code Section 7125 and Labor Code Section 3700)

I am a sole proprietor and I am doing business as Kevin Bruce Consulting.
I am performing work as an independent contractor for the Los Rios Community College District, a political subdivision of the State of California. I am not the employee of Los Rios Community College District for Workers' Compensation purposes, and, therefore, I am not entitled to Workers' Compensation benefits from Los Rios Community College District. I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

READ CAREFULLY BEFORE SIGNING:

Kevin Bruce
Sole Proprietor

Address: 8644 Lady Jane Way
Orangevale CA 95662

Witness: [Signature]

State of CALIFORNIA
County of PLACER)
SS:

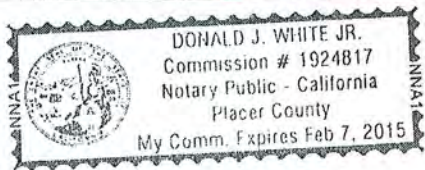
On this 12 day of SEPT, 2014, before me personally appeared KEVIN JOHN BRUCE.

Kevin John Bruce to me personally known, and known to be the persons individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

My term expires 2/18/15

[Signature]
Public Notary

OFFICIAL USE ONLY:		
RECEIVED BY:		DATE:
REVIEWED BY/DATE:		STATUS:



FLC BUSINESS SERVICES

Date: 12/28/2014
Invoice # 100

INVOICE

2015 FEB 27 A 10:42

Kevin Bray Consulting
8644 Lady Jane Way
Orangevale, CA 95662
916-988-8946
Fax [000.000.0000]
kbrayb@live.com

To

David Williams
Folsom Lake College
10 College Parkway
Folsom, CA 95630
[Phone]
Customer ID [ABC12345]

REV# 1068037 2/27/15

	<i>Job</i>	<i>Payment Terms</i>	<i>Due Date</i>
		Due on receipt +30	

<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
	Report and Consultation Services, to include: -Current FLC report reviews -CCSSE results review -Employee satisfaction review -Reporting suggestions summary	\$2200	2200
	Purchase Order Reference #0001078343 Los Rios Vendor # 0000035707		
Subtotal			2200
Sales Tax			0
Total			\$2200

Make all checks payable to Kevin Bray

Thank you for your business!

COPY *orig. sent to AOPS 2/24/15*