

Purchase Order / Change Order Request
(One PO per Request)

PO # 0001089311

Request Date: 05/16/17

College/Dept.: FLC/SDEM

Vendor Name NATIONAL EQUITY PROJECT

Close remaining balance on PO.

PO COMMENTS:

PO PAID IN FULL. VENDOR WILL NOT BE INVOICING FOR EXPENSES ON LINE# 4.

Requested By: V. Chueh

Approved By: B. Gibson

LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001089311

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date 10/14/2016	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1008631 CHUEHV SHEWMAKERN		Location / Dept 04ASPH144 STUSVC

Supplier: 0000036539
 NATIONAL EQUITY PROJECT
 1720 BROADWAY 4TH FL
 OAKLAND CA 94612

Phone: (510) 208-0160
Fax: (510) 208-1979

email: info@nationalequityproject.org

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	50% CONTRACT DEPOSIT FOR CONSULTING SERVICES PROVIDED BY NATIONAL EQUITY PROJECT FOR PLANNING & FACILITATION OF STUDENT SERVICES - STUDENT EQUITY PROGRAMS	1.00 EA	17,000.00	17,000.00	10/03/2016

TO BE INVOICED UPON SIGNING OF CONTRACT AND RECEIPT OF AUTHORIZED PURCHASE ORDER.

2- 1	50% CONTRACT BALANCE FOR CONSULTING SERVICES PROVIDED BY NATIONAL EQUITY PROJECT FOR PLANNING & FACILITATION OF STUDENT SERVICES - STUDENT EQUITY PROGRAMS	1.00 EA	17,000.00	17,000.00	10/03/2016
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TO BE INVOICED UPON COMPLETION OF CONTRACT.

3- 1	20% ESTIMATED CONTINGENCY FOR DIRECT BILLED OUT-OF-POCKET EXPENSES TOTAL NOT TO EXCEED 20% OF PROJECT TOTAL (OR \$6,800).	1.00 EA	6,800.00	6,800.00	10/03/2016
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FOR TRAVEL (MILEAGE), ACCOMMODATION (HOTEL), AND RESOURCE PRODUCTION COSTS.
 ALL DIRECT BILLED EXPENSES MUST BE REASONABLE AND CUSTOMARY AND SPECIFICALLY RELATED TO PROJECT.
 TO BE INVOICED AT ACTUAL COST (COPIES OF ACTUAL RECEIPTS REQUIRED), UPON COMPLETION OF CONTRACT.

PER SERVICE AGREEMENT 45381

PROJECT PERIOD: SEPTEMBER 2016 - JANUARY 2017
 PER ENCLOSED NATIONAL EQUITY 2016-2017 PROFESSIONAL SERVICES CONTRACT AND SCOPE OF WORK PROPOSAL
 TO INCLUDE: CONSULTING SERVICES FOR PLANNING & FACILITATION OF FOLSOM LAKE COLLEGE STUDENT SERVICES,
 STUDENT EQUITY PROGRAMS

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

Arnta S. L. 10/17/16

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 PURCHASE ORDER NO 0001089311

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
10/14/2016		2
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1008631 CHUEHV SHEWMAKERN	04ASPH144 STUSVC	

Supplier: 0000036539
 NATIONAL EQUITY PROJECT
 1720 BROADWAY 4TH FL
 OAKLAND CA 94612

Phone: (510) 208-0160
Fax: (510) 208-1979

email: info@nationalequityproject.org

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
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Sub Total Amount	40,800.00
Sales Tax Amount	0.00
Total PO Amount	40,800.00

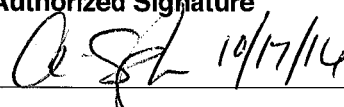
BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VS.EQTY	63000	00000	598R	40,800.00	2017

0001008631KIRKLINK03-OCT-2016

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


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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.

Requisition

Supplier: MISCELLANEOUS 0000003680

 ***** CA 95825
 United States

email:

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Business Unit: GENFD		OPEN
Req ID:	Date	Page
0001008631	09/16/2016	1
Requisition Name: NATIONAL EQUITY PROJECT		
Requester	Bldg#	
Valerie Chueh	STUSVC	
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved:		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	50% CONTRACT DEPOSIT FOR CONSULTING SERVICES PROVIDED BY NATIONAL EQUITY PROJECT FOR PLANNING & FACILITATION OF STUDENT SERVICES & STUDENT EQUITY PROGRAMS	1	EA	17,000.00	17,000.00	

TO BE INVOICED UPON SIGNING OF CONTRACT AND RECEIPT OF AUTHORIZED PURCHASE ORDER.

2-1	50% CONTRACT BALANCE FOR CONSULTING SERVICES PROVIDED BY NATIONAL EQUITY PROJECT FOR PLANNING & FACILITATION OF STUDENT SERVICES & STUDENT EQUITY PROGRAMS	1	EA	17,000.00	17,000.00	
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TO BE INVOICED UPON COMPLETION OF CONTRACT.

3-1	20% ESTIMATED CONTINGENCY FOR DIRECT BILLED OUT-OF-POCKET EXPENSES TOTAL NOT TO EXCEED 20% OF PROJECT TOTAL (OR \$6,800).	1	EA	6,800.00	6,800.00	
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FOR TRAVEL (MILEAGE), ACCOMMODATION (HOTEL), AND RESOURCE PRODUCTION COSTS. ALL DIRECT BILLED EXPENSES MUST BE REASONABLE AND CUSTOMARY AND SPECIFICALLY RELATED TO PROJECT. TO BE INVOICED AT ACTUAL COST (COPIES OF ACTUAL RECEIPTS REQUIRED), UPON COMPLETION OF CONTRACT.

Total Requisition Amount: 40,800.00

PROJECT PERIOD: SEPTEMBER 2016 & JANUARY 2017
 PER ENCLOSED NATIONAL EQUITY 2016-2017 PROFESSIONAL SERVICES CONTRACT AND SCOPE OF WORK PROPOSAL
 TO INCLUDE: CONSULTING SERVICES FOR PLANNING & FACILITATION OF FOLSOM LAKE COLLEGE STUDENT SERVICES, STUDENT EQUITY PROGRAMS

SET UP PO AS FOLLOWS:
 LINE 1 NO RECEIVER REQUIRED PRE-PAYMENT.
 LINE 2 RECEIVER REQUIRED.
 LINE 3 AMOUNT ONLY RECEIVER REQUIRED.

BG Approval Signature 	Kate Approval Signature 	Approval Signature
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→ OVER

Requisition

Supplier: MISCELLANEOUS

 ***** CA 95825
 United States

0000003680

Business Unit: GENFD		OPEN
Req ID: 0001008631	Date: 09/16/2016	Page 2
Requisition Name: NATIONAL EQUITY PROJECT		
Requester: Valerie Chueh	Bldg# STUSVC	
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved:		

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
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<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	12	FL.VS.EQTY	63000	00000	598R	40,800.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of EQTY

For grants/special projects 598R

Name:

BG Approval Signature 	Kate Approval Signature 	Approval Signature
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AGREEMENT FOR PROFESSIONAL SERVICES
National Equity Project

THIS AGREEMENT, made and entered into this 1st day of October, 2016, by and between Los Rios Community College District, a local agency, ("the DISTRICT") and **National Equity Project**, ("CONSULTANT").

1. **Scope of Work.** CONSULTANT shall perform the consulting services as set forth in CONSULTANT'S Proposal which is attached hereto, marked as Attachment "A." The work shall be completed by 1/31/2017 *JKO*
- A. **Standard of Care:** CONSULTANT 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. The approval of any document by the DISTRICT or its representatives or agents shall not relieve the CONSULTANT from such liability as the CONSULTANT might otherwise have for professional errors or omissions in the conduct of its obligations under this Agreement.
- B. **Additional Work/Deletion of Work:** Consultant shall not perform any additional or extra work or incur any additional expenses beyond that set forth hereunder without the express written approval of DISTRICT. Modifications or additions to the services performed by CONSULTANT not approved in writing by DISTRICT shall be considered null and void and shall not be compensated. DISTRICT shall also have the right to delete any portion of the work or services to be performed by CONSULTANT described hereunder. In such event, CONSULTANT's compensation shall be reduced in proportion to the percentage of work or services actually deleted.
2. **Compensation.** For its services hereunder, CONSULTANT shall be compensated as set forth in Attachment "A." However, in no event shall CONSULTANT be paid in excess of the fixed price or "not to exceed" proposal contained in Attachment "A," unless prior to commencing any additional services, the CONSULTANT has submitted a fixed price or "not to exceed" proposal for the additional services and the DISTRICT has given prior written approval to CONSULTANT to perform those services.
- A. **Final Payment:** Within thirty (30) days of a Notice of Completion being issued and/or when CONSULTANT'S work/services under this Agreement are finally complete, whichever is later, CONSULTANT shall submit to the DISTRICT a request for final payment. Each request for payment shall include all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the DISTRICT shall pay the CONSULTANT within thirty (30) days thereof.
- B. **Withholding Payment:** DISTRICT may withhold any current or future payment, in whole or in part, or decline to make any payment, to protect the DISTRICT from any claim, damage or other loss arising from or related to the performance of, or failure to perform by, CONSULTANT under this Agreement.
- C. **Audit:** All of the foregoing is subject to the right of the DISTRICT to audit all requests for payment, including the books and records of the CONSULTANT in connection therewith. CONSULTANT shall maintain (and shall require its subconsultants to maintain) any and all records, documents and data pertaining to the services provided hereunder for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon 48 hours written request by DISTRICT. The records shall be available at CONSULTANT's address indicated for receipt of notices in this Agreement. Where DISTRICT has reason to believe that such records or documents may be lost or discarded, DISTRICT may, by written request by any of the above-named officers, require that custody of such records and documents be given to DISTRICT and that such records and documents shall be maintained by DISTRICT. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.
3. **Time.** CONSULTANT shall complete the services described in Attachment "A" hereto pursuant to the time schedule set forth in Attachment "A." CONSULTANT shall perform and complete all other services hereunder expeditiously, and in accordance with the dates set forth in Attachment "A," and, if applicable, any schedule or

schedules which may pertain to a particular project as may be issued in writing from time to time to CONSULTANT by DISTRICT. Time is of the essence in this Agreement. Neither CONSULTANT nor DISTRICT shall be liable to the other for delay in performing under this Agreement, or for the direct or indirect cost resulting from such delay, if such delay is directly caused by labor strike, riot, public disturbances, war, fire, extraordinary weather conditions or natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party, provided that the party asserting such an event as a cause of delay shall give the other party written notice of the same within five (5) days of the occurrence of the event giving rise to the delay.

4. **Termination For Convenience.** The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONSULTANT. Upon notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement and shall promptly deliver to the DISTRICT copies of all information prepared pursuant to this Agreement. In that event, DISTRICT shall pay CONSULTANT only the following amounts: (A) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (B) the direct costs, if any, actually incurred and/or paid by CONSULTANT for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the work and/or services of the CONSULTANT under this Agreement; and (C) a ten percent (10%) markup on the direct costs as described in "(B)".
5. **Termination for Default.** If CONSULTANT fails to perform any of its material obligations under this Agreement, and if such default is not cured within five (5) calendar days' notice from DISTRICT to CONSULTANT, in addition to all other remedies provided by law, DISTRICT may, at its sole option, (i) immediately terminate this Agreement; (ii) provide any funds, make any reasonable payments, and make any reasonable purchases necessary to cure any such default, and deduct the costs thereof from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise; (iii) take possession of all materials purchased and/or provided by CONSULTANT to perform its services, and obtain from CONSULTANT working copies of all project documents prepared by CONSULTANT for the purpose of allowing DISTRICT or another consultant to complete the services or any portion thereof, all of which materials and documents CONSULTANT hereby assigns to DISTRICT effective upon any such default by CONSULTANT; (iv) employ any other person, persons or consultants to complete the services or any portion thereof in whatever reasonable manner DISTRICT may deem expedient; and/or (v) if DISTRICT deems that it is not in its best interests to correct defects or deficiencies in the services, materials or documents supplied or provided by CONSULTANT, DISTRICT, at its sole option, may accept such defective or deficient services and deduct the diminution in value from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise.
6. **CONSULTANT Information**
 - A. **Property of District:** All reports, documents, work product, and other materials (collectively "Work Product") developed, prepared or discovered by CONSULTANT or any other party engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of DISTRICT without restriction or limitation upon their use by DISTRICT. CONSULTANT hereby assigns to DISTRICT all rights, title and interest in all copyrights, trademarks, patents and rights to ideas in and to all versions of the Work Product. CONSULTANT agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any actions which would impair those rights. CONSULTANT's responsibilities include, but are not limited to, placing proper notices of copyright on all versions of the Work Product and refraining from disclosing any version of the Work Product to any third party without DISTRICT's prior written consent. Unless otherwise provided in writing, the DISTRICT shall have full ownership and control, including ownership of any copyrights, of all Work Product.
 - B. **Public Records Act:** All proprietary and other information received from CONSULTANT by the DISTRICT will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the DISTRICT, the DISTRICT shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT will then have five (5) days from the date it receives such notice to enter into an agreement with the DISTRICT, satisfactory to legal counsel for the DISTRICT, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the DISTRICT in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual

“trade secret” designation of such information. Failure to timely respond or enter into an acceptable agreement shall be deemed to have waived of any rights regarding the information designated “trade secret” by CONSULTANT, and such information will be disclosed by DISTRICT pursuant to applicable procedures required by the Public Records Act.

- C. **Termination:** Upon the request of DISTRICT, or upon the termination or expiration of this Agreement, CONSULTANT shall immediately deliver to DISTRICT all reports, documents, and other work performed by CONSULTANT under this Agreement, Work Product, including, but not limited to, all Work Product prepared, developed or stored by or on any computer (e.g., all information on disks, diskettes, or computer-related media). CONSULTANT may retain copies thereof for its files and internal use. The DISTRICT will hold harmless the CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project or engagement associated with this Agreement unless the DISTRICT obtains a validation of that use or reuse from the CONSULTANT.
- D. CONSULTANT shall cause each of its subconsultants to comply with each provision of this Section 6 applicable to CONSULTANT. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. Access to Work Product. Duly authorized representatives of the DISTRICT shall have right of access to CONSULTANT’S technical plans, files and records relating to the performance of the services hereunder subject to 48 hours written request to access the identified information or Work Product.

8. Licenses, Permits, Etc. CONSULTANT represents and warrants to the DISTRICT that CONSULTANT has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement.

9. Independent Contractor Not Agent.

- A. CONSULTANT (including CONSULTANT’S employees) is an independent contractor and no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT’S employees or assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONSULTANT will be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold the DISTRICT harmless from claims by any of CONSULTANT’S employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of the DISTRICT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use the DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT’S sole discretion based on the CONSULTANT’S determination that such use will promote CONSULTANT’S efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that CONSULTANT use the DISTRICT facilities, equipment or support services or work in the DISTRICT locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. 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 CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT’S employees, assigned personnel and subcontractors.
- D. Except as the DISTRICT may specify in writing, CONSULTANT and CONSULTANT’S personnel shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the District to any obligations.

10. Disqualified Employees. CONSULTANT shall ensure that persons who perform services on District or College 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 87008-87011. If the DISTRICT, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove such person(s) immediately upon receiving notice from the DISTRICT of the desire of the DISTRICT for the removal of such person(s).

11. Indemnification. To the fullest extent permitted by applicable law, CONSULTANT shall defend, indemnify, and save harmless District (including their inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, sub consultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, CONSULTANT'S work or services to be performed under this Agreement, including, but not limited to personal injury to any person, death to any person, damage to any property, penalties, infringement of patent rights, claims and liens for labor performed or materials used or furnished to be used on the Work, failure to comply with the provisions requiring insurance, any violation by CONSULTANT of any law, order or regulation arising out of or resulting from this Agreement, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused, in whole or in part, by any negligent act or omission of District or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

The obligations set forth in this section shall not be limited by the insurance requirements set forth herein.

CONSULTANT'S indemnification obligations shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants or independent contractors who are directly responsible to District, or for defects in design furnished by such persons. It is intended that this Article shall comply with California Civil Code § 2782, *et seq.*, to the extent applicable to the CONSULTANT'S obligations as set forth in this Article. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

12. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall provide the District additional insured endorsements that name the DISTRICT as an additional insured on the CONSULTANT'S General Liability policy and Automobile Liability policy.

A. Minimum Scope of Insurance: Coverage shall be:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
4. Professional Liability (Errors and Omissions). Insurance against loss due to error, omission or malpractice, unless waived in writing by the District, with \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

B. Other Provisions: If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of CONSULTANT'S services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT.

CONSULTANT'S insurance coverage shall be primary insurance with respect to the DISTRICT. The CONSULTANT's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONSULTANT'S insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONSULTANT shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, CONSULTANT shall furnish copies of any and/or all of the required insurance policies.

13. **Liability of District.** DISTRICT's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
14. **Equal Opportunity.** CONSULTANT shall comply with the Executive Order 11246 as currently amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations." CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not unlawfully discriminate on the grounds of ethnic group identification, race, color, gender, gender identity, gender expression, sex, sexual orientation, sexual identity, pregnancy, childbirth or related medical condition, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status as defined in Section 12926 of the California Government Code. In all solicitations made by CONSULTANT for work to be performed under any subcontract, CONSULTANT shall notify each potential subcontractor or supplier of CONSULTANT'S obligation under this Agreement and the Regulations. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
15. **Compliance with Laws; Attorneys' Fees; Successors.** CONSULTANT shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. This Agreement shall be governed by the laws of the State of California excluding its choice of law rules. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein.
16. **ADA Standards.** CONSULTANT represents and warrants that any software/hardware/communications system/equipment (collectively "technology") provided under this Agreement adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. Technology that will be used on a mobile device must also be navigable with VoiceOver on iOS devices in addition to meeting WCAG 2.0 level AA.

If portions of the technology or user experience are alleged to be non-compliant or non-accessible at any point, DISTRICT will provide CONSULTANT with notice of such allegation and CONSULTANT shall use its best efforts to make the technology compliant and accessible. If a state or federal department, office or regulatory agency, or if any other third party administrative agency or organization ("Claimants"), make a claim, allegation, initiates legal or regulatory process, or if a court finds or otherwise determines that technology is non-compliant

or non-accessible, CONSULTANT shall indemnify, defend and hold harmless the DISTRICT from and against any and all such claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to Claimants' claims.

CONSULTANT shall also fully indemnify Institution for the full cost of any user accommodation that is found to be necessary due to an identifiable lack of accessibility in the CONSULTANT's technology. If necessary, an independent 3rd party accessibility firm using POUR standards (Perceivable, Operable, Understandable and Robust) may be used to validate the accessibility of the technology.

- 17. Integration, Amendments.** Along with Attachment "A" and the Student Record Addendum (if any), this is an integrated agreement and contains all of the terms, considerations, understanding, and promises of the Parties. It shall be read as a whole. All amendments to this Agreement must be in writing and signed by an authorized representative of both Parties.
- 18. Conflict.** In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Attachment "A," or any other document included herein, the provisions of this Agreement shall govern. Notwithstanding any express or implied language to the contrary in Attachment "A" or any other document attached hereto, there shall be no limits on the DISTRICT'S ability to recover damages from CONSULTANT in the event of any claim, action, lawsuit or other legal action by the DISTRICT against CONSULTANT, and any language purporting to impose limits on recovery of damages is null and void, including any language purporting to increase liability for damages in exchange for additional payment or compensation to CONSULTANT.
- 19. Notices.** Any notices to Parties required by this Agreement shall be delivered, faxed or mailed, U.S. First Class postage prepaid addressed as follows:

LOS RIOS COMMUNITY COLLEGE DISTRICT
Director, General Services
1919 Spanos Court
Sacramento, CA 95825
Phone: 916-568-3057 FAX: 916-286-3636

National Equity Project
1720 Broadway, 4th Floor
Oakland, CA 94612
Phone: 510-326-3290
Fax:

CONSULTANT Social Security/Federal ID # 94-3222960

501 (c) 3

Check One: Sole Proprietorship Partnership Corporation Nonprofit, Exempt under IRS Code
Either Party may amend its address for notice by notifying the other Party in writing. Each Party must provide the other with any and all updates to the above addresses.

- 20. Solicitation/Conflicts of Interest.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making this Agreement. CONSULTANT certifies that it has disclosed to DISTRICT any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise DISTRICT of any actual, apparent or potential conflicts of interest that may develop subsequent to the Date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest as may be required by applicable law.
- 21. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 22. Severance.** If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal,

invalid or unenforceable, a provision will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

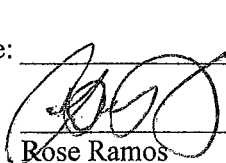
23. **Waiver.** CONSULTANT agrees that a waiver by District of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONSULTANT and/or the failure of the DISTRICT to object to any aspect of the work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

LOS RIOS COMMUNITY COLLEGE DISTRICT

Date:

11/31/16

By:



Rose Ramos

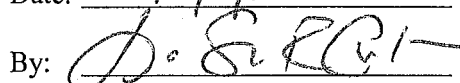
Associate Vice Chancellor, Finance

National Equity Project

Date:

10/1/2016

By:



Name:

LASHON R CHATMAN

Title:

Executive Director

Attachment A: Scope of Work with Costs

Scope of Work | 2016-17

The National Equity Project proposes to support the Folsom Lake College with the following services:

Service	Deliverables	Cost
Leading for Equity 2-Day Institute (Fall 2016)	(2 NEP staff, 2-day session) Planning and facilitation of a customized Professional Development Session for 20-40 participants hosted by Los Rios Community College District - Folsom Lake College . Includes materials & Resource Books for participants.	\$14,000
Coaching for Equity In the Classroom 2-Day Institute (Fall 2016)	(2 NEP staff, 2-day session) Planning and facilitation of a customized Professional Development Session for 20-40 participants hosted by Folsom Lake College. Includes materials & Resource Books for participants.	\$14,000
Executive Coaching / Consultation (October 1, 2016 - January 31, 2017)	(16 hours, 1 NEP Staff) Support for executive leadership (Dean of Student Services and other leaders of equity work) Includes: <ul style="list-style-type: none"> • Pre- and post-PD consultations to integrate seminar content and practices • Coaching in service of equity leadership development Schedule to be co-constructed.	\$6,000
FY16 TOTAL PROJECT COST Direct expenses based on actuals not to exceed 20% of <i>Project Costs</i>		\$34,000

- Additional services may be negotiated with Colm Davis, Senior Associate, as needed.
- Project fees include planning time, materials development, coaching and facilitation.
- Project cost does not include direct expenses. Direct expenses include reasonable and customary out-of-pocket expenses such as travel, meals, accommodations, resource production and other expense as specifically related to this engagement. These are estimated at 20% of total project cost and will be billed on actuals.

Client will be invoiced in two increments

INVOICE ONE | \$17,000 Upon Signing of the Contract October 2016

INVOICE TWO | \$17,000 + actual expenses (October 1, 2016 -January 31, 2017) in January or February, 2017



From: [Shewmaker, Nicholas](#)
To: [Haney, Brenda](#)
Subject: RE: NEP Agreement for Professional Services
Date: Wednesday, November 09, 2016 3:54:05 PM
Attachments: [0001089311.pdf](#)

Here it is.

Thanks,
Nick

From: Haney, Brenda
Sent: Wednesday, November 09, 2016 3:51 PM
To: Shewmaker, Nicholas
Subject: RE: NEP Agreement for Professional Services

Please email me a copy of signed PO

Thank you,

Brenda Haney

Business Services

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

 916.608.6635 |  haneyb@flc.losrios.edu

From: Shewmaker, Nicholas
Sent: Wednesday, November 09, 2016 3:09 PM
To: Haney, Brenda <haneyb@flc.losrios.edu>
Subject: RE: NEP Agreement for Professional Services

Hi Brenda,

Sorry for not giving you an update sooner but yes the PO and signed agreement was sent to the vendor back on 11/3/16. Also a check for the deposit has been cut and sent to the vendor.

Thanks,
Nick

From: Haney, Brenda
Sent: Wednesday, November 09, 2016 3:04 PM
To: Shewmaker, Nicholas
Subject: FW: NEP Agreement for Professional Services

Hi Nick –

Can you give me a status on this – have you received the signed APS from FLC VPAs office?

Thank you,

Brenda Haney

Business Services

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

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

-----Original Message-----

From: Harman, Joany

Sent: Tuesday, October 18, 2016 11:09 AM

To: Chueh, Valerie <ChuehV@flc.losrios.edu>; Shewmaker, Nicholas <shewman@crc.losrios.edu>

Cc: Gibson, Bernard <GibsonA@flc.losrios.edu>; Haney, Brenda <haneyb@flc.losrios.edu>

Subject: NEP Agreement for Professional Services

All -

Just to keep everyone in the loop, **district General Counsel is requiring an Agreement for Professional Services (APS)** instead of the service agreement that was submitted with this requisition. Evidently any services of this type over \$5K require the APS. Two copies of the APS were sent to Kathleen and she is having Wenda forward them to the vendor for the wet signatures. Once the signed APS forms are received back, the PO will be issued to the vendor.

Nick - Please jump in if I have anything wrong.

Thank you,

Joany Harman | Business Services Supervisor Folsom Lake College | 10 College Parkway | Folsom, CA 95630 p. 916.608.6622 | f. 916.608-6553 | harmanj@flc.losrios.edu | www.flc.losrios.edu

-----Original Message-----

From: Chueh, Valerie

Sent: Tuesday, October 18, 2016 9:34 AM

To: Harman, Joany; Shewmaker, Nicholas

Cc: Gibson, Bernard; Haney, Brenda

Subject: Signed / Correct Contract Dates? FW: NEP signed contract 10/18/2016 08:08

Hi Joany and Nicholas,

Attached is the signed contract. I noticed the date starts from September instead of October 1. Does this need to be adjusted? We had NEP adjust dates to begin October 1, 2016.

Please advise.

Thank you,

Valerie

--

Valerie Chueh | p (916) 608-6769 | chuehv@flc.losrios.edu

-----Original Message-----

From: Toshiba Scanner [<mailto:w0472953@flc.losrios.edu>]

Sent: Tuesday, October 18, 2016 8:09 AM

To: Chueh, Valerie <ChuehV@flc.losrios.edu>

Subject: NEP signed contract 10/18/2016 08:08

Scanned from MFP07655487

User Name: w0472953

Date:10/18/2016 08:08

Pages:5

Resolution:300x300 DPI

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET
(Except for Grants & Categorical Contracts)

ARC CRC DO FLC FM SCC OTHER _____

Agreement/Contract With: Nation EQUITY Project (NEP)

State the business terms of agreement: Pre and Post Consulting Services to Include :

Planning & Facilitation of Professional Development and Leadership Support for-
Folsom Lake College , Student Services - Student Equity Programs

This agreement consists of the following documents: NEP Project Proposal and Professional Services
Contract; Online Requisition# 0001008631 ; and Vendor Application and W9.

Funding Source: Student Equity Program Funds Amount \$ \$40,800.00 **

** Summary: \$34,000 Proposed Project Cost + 20% Contingency Allowance for Direct Billed Expenses
(Referenced on NEP Proposal Page 5 and Contract Page 4).

* GENFD 5100 12 FL.VS.EQTY 63000 0000 598R

I have read and agree with the terms of this agreement:

By: [Signature] Date: 9.16.16
Area Manager/Supervisor

Bernard Gibson, Dean of Student Services By: [Signature] Date: 09/19/16
(Print Name) Kate Jaques,
Interim Vice President of Student
Development and Enrollment Management

College VPA, DO, FM, Director
I approve as to Substance

By: [Signature] Date: 10/7/16
(Print Name)

General Services

By: _____ Date: _____
Director, General Services

General Counsel (When necessary)

- Changes necessary as specified on the document or on the attached memorandum.
- Approved as to form.

By: _____ Date: _____
General Counsel

Los Rios Community College District

By: _____ Date: _____
 Deputy Chancellor Vice Chancellor, Ed & Tech.



LOS RIOS
COMMUNITY COLLEGE DISTRICT
 1919 Spanos Court ■ Sacramento, CA 95825
 PURCHASING DEPARTMENT (916) 568-3071
 Fax (916)568-3145 ■ lrccdpurchase@losrios.edu

VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

NAME: Sara Gray, Managing Director

NAME OF FIRM National Equity Project		FEDERAL ID# OR SOCIAL SECURITY # 94 - 3222960 / - -	
MAILING ADDRESS 1720 Broadway, 4th Floor, Oakland, CA 94601		REMIT ADDRESS (if different)	
PHONE 510-208-0160	FAX 510-208-1979	EMAIL sgray@nationalequityproject.org	

WEBSITE http://nationalequityproject.org/			ORGANIZATION/REGISTRATION (Check all that apply)																			
<table border="1"> <thead> <tr> <th colspan="3">AUTHORIZED COMPANY REPRESENTATIVES</th> </tr> <tr> <th>Name</th> <th>Title/Capacity</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>Colm Davis</td> <td>Senior Associate</td> <td>CDavis@nationalequityproject.org</td> </tr> <tr> <td>Mark Salinas</td> <td>Senior Associate</td> <td>MSalinas@nationalequityproject.org</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			AUTHORIZED COMPANY REPRESENTATIVES			Name	Title/Capacity	Email	Colm Davis	Senior Associate	CDavis@nationalequityproject.org	Mark Salinas	Senior Associate	MSalinas@nationalequityproject.org							<input type="checkbox"/> Individual	<input type="checkbox"/> Contractor License#
			AUTHORIZED COMPANY REPRESENTATIVES																			
Name	Title/Capacity	Email																				
Colm Davis	Senior Associate	CDavis@nationalequityproject.org																				
Mark Salinas	Senior Associate	MSalinas@nationalequityproject.org																				
Is business registered in the State of California? Yes			<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> DIR Registration#																		
			<input type="checkbox"/> Non Profit		<input type="checkbox"/> Corporation (List State Incorporated)																	

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT		
Coaching and facilitation services		

VENDOR CERTIFICATION I certify that all statements contained herein are correct. I understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases. I understand that being placed on the qualified vendor bid list does not in any way represent an endorsement of my firm by Los Rios, nor does it relieve my firm of providing bonds and insurances as required. I further agree to disclose any known or potential conflicts of interest relating to my business and Los Rios. I understand the requirements for fulfilling and invoicing orders. I further certify this firm is an equal opportunity employer. <u>AG</u> INITIALS	OTHER BUSINESS INFORMATION Payment Terms _____ Discounts Extended _____ Refund/Returns _____	
	<u>Sara Gray</u> SIGNATURE	<u>Managing Director</u> TITLE

LOS RIOS PURCHASING ONLY:
www.losrios.edu/purchasing

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. National Equity Project	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Nonprofit Corporation Exempt under IRS Code Section 501(c)3	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) 1720 Broadway, 4th Floor	Requester's name and address (optional)
	6 City, state, and ZIP code Oakland, CA 94612	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
9 4 - 3 2 2 2 9 6 0	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person	Date ▶ 8/15/2016
------------------	--------------------------	------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SN

DATE (MM/DD/YYYY)

10/12/2016

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 BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Virginia Fontana	CONTACT NAME: _____		
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____	
E-MAIL ADDRESS: _____			
PRODUCER CUSTOMER ID #: NATIO-7			
INSURED National Equity Project 1720 Broadway, Floor 4 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Citizens Ins Co of America		31534
	INSURER B : Hartford Fire Ins. Co.		19682
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			OBFA047342-03	07/01/2016	07/01/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
GENL AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 1,000,000	
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					\$		
A	AUTOMOBILE LIABILITY			OBFA047342-03	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS							\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$					
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	OBFA047342-03	07/01/2016	07/01/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 1,000,000	
	DEDUCTIBLE							\$	
	<input checked="" type="checkbox"/> RETENTION	\$	0				\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	51 WEC GF8821	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Los Rios Community College District, its divisions, officers, and employees are included as Additional Insured but only with respects to the operations of the named insured per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Los Rios Community College District 10 College Parkway Folsom, CA 95630	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 <i>Virginia J Fontana</i>

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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. 45381

Attachment to Purchase Order No. _____

This Agreement entered this _____ day of _____ by and between the Los Rios Community College District (District) and (CONTRACTOR), National Equity Project (NEP) CONTRACTOR No. _____ Social Security No. _____

Business Name (if different) _____ FIN No. 94-3222960

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

Telephone No. 510-208-0160 (SSN or FIN No. must be provided for payment) Non-profit organization

Address 1720 Broadway, 4th Floor, OA City and State Zip Oakland, CA 94601

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

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) 10/1/16 to (date) 1/31/17. 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.

See item 4. Amendments

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$40,800.00, 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: per NEP contract. 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: 2016-17 Professional Services. All amendments to this Agreement must be in writing and signed by authorized representatives of both parties. Project and project proposal

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) National Equity Project (NEP)

Signature of CONTRACTOR X [Signature] Date X 10/7/2016 Requisition # 0001008631

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

6. Licenses, Permits. CONTRACTOR represents and warrants to the DISTRICT that CONTRACTOR has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under this Agreement.

7. Disqualified Employees. CONTRACTOR shall ensure that persons who perform services on DISTRICT or College 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. CONTRACTOR shall remove any persons immediately upon receiving notice from DISTRICT of the desire of the DISTRICT for the removal of such person(s).

8. Indemnification: To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its inspectors, project managers, trustees, officers, agents, employees, affiliates, consultants, subconsultants, volunteers and representatives, and each of them, of and from any and all liabilities, claims demands, suits, causes of action, damages, penalties, infringements of patent rights, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, property damage, or personal injuries to or death of persons, in law or in equity, of every kind and nature whatsoever, arising out of, alleged to have arisen out of, or relating in any way to any negligent act or omission (including professional negligence, errors and omissions), recklessness or willful misconduct, on the part of CONTRACTOR, or any person or entity for whom CONTRACTOR is responsible, in connection with the work to be performed under this Agreement. CONTRACTOR's obligations hereunder shall not include claims which arise as the result of the active negligence of the DISTRICT, or the sole negligence or willful misconduct of the DISTRICT, its agents, servants or others directly responsible to the DISTRICT, or for defects in design furnished by such persons, other than CONTRACTOR and its agents, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR. It is intended that this Article shall comply with California Civil Code § 2782, et seq.

9. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall, at its own expense, maintain in full force insurance as set forth: Commercial General Liability, Auto Liability, Worker's Compensation, and Professional Liability (if a licensed professional). Policy limits for Commercial General Liability shall be \$1,000,000.00 combined single limit per occurrence AND A \$3,000,000.00 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. The DISTRICT shall be named as an additional insured on CONTRACTOR's policies. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONTRACTOR's Insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONTRACTOR shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section.

10. Equal Employment Opportunity. CONTRACTOR agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, disability, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status; or citizenship.

11. Compliance with Laws; Attorneys Fees; Successors. CONTRACTOR shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq. relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein. This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

12. Assignment Prohibited. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

13. General Safety Orders. All materials, supplies and services sold to DISTRICT shall conform to the general safety orders of the State of California. Except as otherwise provided in this Agreement, all materials must be new and of the best quality of their respective kinds.

14. Time. Time is of the essence in this Agreement.

15. Public Works Projects. CONTRACTOR must comply with all statutes, regulations, laws, and ordinances applicable to, and governing, California public works projects including, without limitation, all applicable provisions of the Public Contract Code and all requirements regarding the payment of prevailing wages.

16. Costs. Except as otherwise provided for in this Agreement, the DISTRICT shall not reimburse CONTRACTOR for any business expenses, surcharges, or other costs.

17. Work Authorization. Prior to DISTRICT'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; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. The DISTRICT 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.

18. Warranty. CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement shall conform to the requirements set forth or incorporated into this Agreement 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 covered by this Agreement will be fit and sufficient for the particular purposes intended by DISTRICT. Unless agreed upon otherwise between DISTRICT 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 the DISTRICT; or (c) any warranty period provided under any applicable California law.

19. Waiver. CONTRACTOR agrees that a waiver by DISTRICT of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONTRACTOR and/or the failure of the DISTRICT to object to any aspect of the work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.

LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825

Phone (916) 568-3071 FAX (916) 568-3145

Purchasing Department

lrccdpurchase@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:

[Signature] 10.6.16
Employee/Date

Selection Committee Member/Date

#001008631 National Equity Project
Requisition Number

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: _____

Date: 10.4.16

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No 0001008631
Description of Services _____
National Equity Project

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:

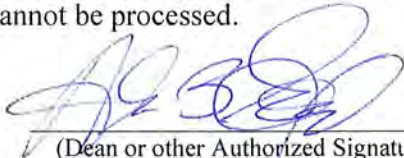
- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Is this a continuing Service Agreement that was in place before January 1, 2003? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out. | <input type="checkbox"/> | <input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff. | <input checked="" 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 checked="" 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: 10.6.16



2016-17 PROFESSIONAL SERVICES CONTRACT

Contract Summary

Client: Los Rios Community College District – Folsom Lake College

Client Contact: Bernard Gibson, Dean of Student Services

NEP Project Lead: Colm Davis, Senior Associate

Project Duration: October 1, 2016 - January 31, 2017

Total Contract Amount: \$34,000

Contract Agreement

This Agreement is made this October 1, 2016, between the National Equity Project (“The Project”) and Los Rios Community College District – Folsom Lake College (“CLIENT”), regarding services to be provided by The National Equity Project.

1. The National Equity Project agrees to provide CLIENT with services, as detailed in the “Scope of Work,” in exchange for total payment of \$34,000 for the time period October 1, 2016- January 31, 2017.
2. Payments made by CLIENT pursuant to this Agreement are inclusive of local travel expenses for Project staff, defined as travel within 50 miles of Oakland, California. Expenses for all travel of Project staff outside of the local area and other expenses necessary to fulfill the Scope of Work are not included in this Agreement and will be invoiced to the CLIENT based on actual costs (estimated to be and not to exceed 20% of project costs).

Client Agreements:

3. CLIENT will allocate appropriate time and human resources to permit The Project to complete the work outlined in the Scope of Work. CLIENT staff will actively participate in The National Equity Project events, hosting and attending site visits and peer reviews, and sharing information with audiences as appropriate.
4. CLIENT will participate in National Equity Project research and evaluation efforts including, but not limited to, data collection, surveys, and/or focus groups, and, if requested, will provide National Equity Project with current data on school demographics, enrollment, staffing, and student achievement.



5. CLIENT will pay National Equity Project for the services outlined in the Scope of Work within 30 days of receipt of invoice. If payment is not received by the National Equity Project within 30 days of sending invoice, the account will be deemed delinquent. All services and related fees or expenses will be billed in installments over the contract period unless the CLIENT and The Project have otherwise agreed in writing to an alternate payment schedule.
6. Should CLIENT seek services beyond the Scope of Work from the Project, the parties may negotiate an additional and/or amended Scope of Work. Any such amendment/extension of this Agreement shall require the written agreement of both CLIENT and The Project. CLIENT will pay National Equity Project for the services outlined in the amended Scope of Work within 30 days of receipt of invoice. If payment for additional services is not received by the National Equity Project within 30 days of sending invoice, the account will be deemed delinquent.
7. CLIENT agrees to provide attribution to the National Equity Project should they choose to reproduce or distribute any materials developed, created, or provided by the National Equity Project.

National Equity Project Agreements:

8. The Project will allocate appropriate time and human resources to complete the work outlined in the Scope of Work.
9. The Project may terminate this Agreement with thirty days written notice. If the Agreement is terminated by The Project, The Project will present CLIENT with a report outlining work completed through the date of termination.

Mutual Contract Agreements:

10. Each of the parties hereto shall fully defend, indemnify and hold harmless each of the other parties, their trustees, officers, employees and agents, from any damage or liability imposed for injury or death occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its trustees, officers, employees or agents, under or in connection with any work, responsibility or jurisdiction undertaken by such party under this Agreement. No party, nor any trustee, officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, employees or agents, under or in connection with any work, responsibility or jurisdiction undertaken by such other parties under this Agreement.
11. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail. Notices shall be directed to the following addresses:

Client: Rose Ramos, Associate Vice Chancellor
Finance, 1919 Spanos Court,

& Bernard Gibson
Dean, Student Services
10 College Parkway
Folsom, CA 95630

Sacramento, CA 95825

The Project: Colm Davis, Senior Associate
1720 Broadway, 4th Floor
Oakland, CA 94612

12. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. Complete Agreement: It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties (other than the Scope of Work) on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

14. Authority: Each person signing below represents and warrants that he/she is authorized to enter into this Agreement and to commit his/her organization to its terms.

National Equity Project:



Lisa Lasky, Senior Director

10/01/2016

Date

Client:

The CLIENT represents that it has full power and authority to enter into this Agreement and that is binding upon the Client and enforceable in accordance with its terms.

Rose Ramos, Associate Vice Chancellor

Date

Please direct payment and invoice related questions to:

The Project:

*Colm Davis, Senior Associate
National Equity Project
1720 Broadway, 4th Floor
Oakland, CA 94612
510-208-0160 EXT 348 | cdavis@nationalequityproject.org*

Attachment A: Scope of Work with Costs

Scope of Work | 2016-17

The National Equity Project proposes to support the Folsom Lake College with the following services:

Service	Deliverables	Cost
Leading for Equity 2-Day Institute (Fall 2016)	(2 NEP staff, 2-day session) Planning and facilitation of a customized Professional Development Session for 20-40 participants hosted by Los Rios Community College District - Folsom Lake College . Includes materials & Resource Books for participants.	\$14,000
Coaching for Equity in the Classroom 2-Day Institute (Fall 2016)	(2 NEP staff, 2-day session) Planning and facilitation of a customized Professional Development Session for 20-40 participants hosted by Folsom Lake College. Includes materials & Resource Books for participants.	\$14,000
Executive Coaching / Consultation (October 1, 2016 - January 31, 2017)	(16 hours, 1 NEP Staff) Support for executive leadership (Dean of Student Services and other leaders of equity work) Includes: <ul style="list-style-type: none"> • Pre- and post-PD consultations to integrate seminar content and practices • Coaching in service of equity leadership development Schedule to be co-constructed.	\$6,000
FY16 TOTAL PROJECT COST Direct expenses based on actuals not to exceed 20% of <i>Project Costs</i>		\$34,000

- Additional services may be negotiated with Colm Davis, Senior Associate, as needed.
- Project fees include planning time, materials development, coaching and facilitation.
- Project cost does not include direct expenses. Direct expenses include reasonable and customary out-of-pocket expenses such as travel, meals, accommodations, resource production and other expense as specifically related to this engagement. These are estimated at 20% of total project cost and will be billed on actuals.

Client will be invoiced in two increments

INVOICE ONE | \$17,000 Upon Signing of the Contract October 2016

INVOICE TWO | \$17,000 + actual expenses (October 1, 2016 -January 31, 2017) in January or February, 2017



Prepared by
Colm Davis, Senior Associate
cdavis@nationalequityproject.org
510.326.3290



NATIONAL
EQUITY
PROJECT

1720 Broadway, 4th Fl | Oakland, CA 94612

PROJECT PROPOSAL

Presented to:

Bernard Gibson
Dean of Student Services
Leadership Public Schools

Submitted August 25, 2016

Deliver on the promise
of a quality education.

www.nationalequityproject.org



ABOUT THE NATIONAL EQUITY PROJECT

The National Equity Project's mission is to transform educational experiences, outcomes, and life options for students and families who have been historically underserved. Our unique leadership and organizational development approach focuses on the technical, relational, social, and cultural aspects of complex change efforts focused on educational equity.

In our view, working towards educational equity entails:

Removing the predictability of success or failure that currently correlates with race, socio-economic status, and any other social or cultural factor.	Ending inequitable practices, addressing individual and systemic biases, and creating inclusive multi-cultural school environments for adults and children.	Discovering and cultivating the unique talents and interests that everyone possesses.
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We believe anyone can be a leader for equity. We have supported educators, families and community members, philanthropists and others to authentically collaborate to transform educational systems. We progress towards our vision by building leaders' will, skill, knowledge, capacity, and emotional intelligence to:

- Examine and transform the discourse people have at personal, institutional and structural levels.
- Lead coherent communities of practice across institutions (i.e. employment, health, childcare, education, transportation and housing sectors) toward improved racial equity outcomes.
- Create the policies and practices necessary to support and protect the structural changes required to achieve educational equity.
- Sustain change by developing others and institutionalizing practices that will maintain the momentum for equity past the tenure of any one leader.

We offer a range of services focused on equity leadership; organizational development; community and family engagement; and collective action change initiatives.

ABOUT THE NATIONAL EQUITY PROJECT

The National Equity Project offers a unique blend of technical expertise in best practices for organizational, school and district improvement, such as data-driven assessment and planning, and relational and cultural competence expertise. We offer transformative approaches to educating children, especially children of color, to make lasting, positive changes in schools that have for too long failed our young people.

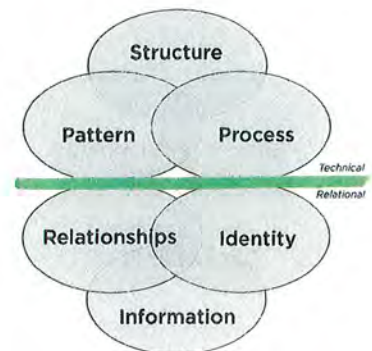
We work with our partners to apply both a *racial equity* and *systems-thinking* lens to their understanding of the root causes of systemic oppression in education systems. We work on both technical and relational challenges – supporting you to identify and develop necessary structures, patterns, and processes, while deeply focusing on too-often overlooked aspects of information sharing, relationships, and identity.

We offer sustained, embedded support to educators and other leaders to make more effective decisions and take more effective action in their day-to-day work of providing a quality education for every child. We provide comprehensive professional development and individual and team coaching services to build culture, conditions, and competencies for sustainable excellence and equity. We do not offer diversity training as a set of general knowledge and skills about working across and being inclusive toward differences, although our work complements those efforts. Rather, we work with schools and organizations on building their capacity to meet the specific equity challenges they face today and unknown challenges in the future.

Adapted from Wheatley, Rogers and Dalmau

Toward our transformative vision, we partner with organizations, districts, state and local initiatives that aspire to:

- ❖ Increase access and opportunity to quality schools, housing, food, health care, transportation, before/after care and other resources that contribute to academic and life success.
- ❖ Increase opportunities to learn so that educational outcomes, graduation rates, and college and career readiness are not predictable by race, class, or other social factors.
- ❖ Increase community leadership and engagement so that parents and families are authentic partners in defining success and creating and shaping the educational experiences of their children, their schools, and their classrooms.
- ❖ Disrupt, dismantle and address issues of systemic oppression (race, class, gender, language, sexual orientation, etc.) so that families and communities can be self-determining, self-renewing, educated with increased political, educational, and economic opportunity.



PROPOSED NEP SUPPORT to Folsom Lake College

Project Unit	Deliverables	Cost
<p>Leading for Equity 2-Day Institute (Fall 2016)</p>	<p>(2 NEP staff, 2-day session)</p> <p>Planning and facilitation of a customized Professional Development Session for 20-40 participants hosted by Folsom Lake College. Includes materials & Resource Books for participants.</p>	<p>\$14,000</p>
<p>Coaching for Equity in the Classroom 2-Day Institute (Fall 2016)</p>	<p>(2 NEP staff, 2-day session)</p> <p>Planning and facilitation of a customized Professional Development Session for 20-40 participants hosted by Folsom Lake College. Includes materials & Resource Books for participants.</p>	<p>\$14,000</p>
<p>Executive Coaching / Consultation <i>October</i> (September 2016 – January 2017)</p>	<p>(16 hours, 1 NEP Staff)</p> <p>Support for executive leadership (Dean of Student Services and other leaders of equity work)</p> <p>Includes:</p> <ul style="list-style-type: none"> • Pre- and post-PD consultations to integrate seminar content and practices • Coaching in service of equity leadership development <p>Schedule to be co-constructed.</p>	<p>\$6,000</p>

	<p>TOTAL</p> <p><i>Does not include the cost of travel (mileage) and hotel should we need to stay overnight</i></p>	<p>\$34,000</p>
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- Project fees include planning time, materials development, coaching and facilitation.
- Project cost does not include direct expenses. Direct expenses include reasonable and customary out-of-pocket expenses such as travel, meals, accommodations, resource production and other expense as specifically related to this engagement. These are estimated at 20% of total project cost and will be billed based on actuals.
- Additional services may be negotiated as needed.

Client will be invoiced in two increments *October*
 INVOICE ONE | \$17,000 Upon Signing of the Contract *September 2016*
 INVOICE TWO | \$17,000 + actual expenses (September -January 2017) in January or February, 2017



NATIONAL
EQUITY
PROJECT

Invoice

Date: December 16, 2016
Invoice # FLC-1216
PO #: 0001089311

TO:
Los Rios Community College District
Director, General Services
1919 Spanos Court
Sacramento, CA 95825

National Equity Project Services	Amount
Installment Two of Contracted Services:	
50% contract deposit for consulting services provided by NEP Senior Associates Colm Davis and Mark Salinas	\$17,000.00
Travel July- December 2016:	
<i>Reimbursable travel expenses (Colm Davis & Mark Salinas: July - December 2016)</i>	
<i>Travel</i>	\$231.80
<i>Hotel</i>	\$656.92
<i>Meals</i>	\$204.18
Subtotal	\$1,092.90
Total due upon receipt	\$18,092.90

Please make all checks payable to National Equity Project
Federal Tax ID # 94-3222960

Thank you!

Please send all payments to:

National Equity Project
ATTN: Finance Department
1720 Broadway, 4th Floor, Oakland, CA 94612
Contact: 510.208.0160

For questions contact our Finance Department at 510.208.0160 x 343 or Finance@nationalequityproject.org



NATIONAL
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PROJECT

Invoice

Date: December 16, 2016
 Invoice # FLC-1216
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TO:
 Los Rios Community College District
 Director, General Services
 1919 Spanos Court
 Sacramento, CA 95825

National Equity Project Services	Amount
Installment Two of Contracted Services:	
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Travel July- December 2016:	
Reimbursable travel expenses (Colm Davis & Mark Salinas: July - December 2016)	
Travel	\$231.80
Hotel	\$656.92
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<i>Subtotal</i>	\$1,092.90
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For questions contact our Finance Department at 510.208.0160 x 343 or Finance@nationalequityproject.org

*Received # 0001076583 12/16/16
 12/16/16 - em Bernard to confirm this is final invoice*