

COMPLETED**Los Rios Community College District**

Purchasing: (916)568-3071 * FAX (916) 568-3145
LRCCDPurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000049655
ACADEMY-TRAINED LLC
1544 LUDWIG AVE
SANTA ROSA CA 95407

Phone: (800) 780-0307

email: Kendall@Academy-Trained.com

PURCHASE ORDER NO 0001118798
CHANGE ORDER - REPRINT

Date	Revision	Page
11/24/2021	1 - 11/24/2021	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1033151 MESAC ROUILLERS	04CYPH144	

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

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
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	UTILITY LINE CLEARANCE PROGRAM IN PARTNERSHIP WITH BUTTE-GLEN COMMUNITY COLLEGE DISTRICT CONTRACT TRAINING AND DEVELOPMENT DEPT	1.00 EA	22,500.00	22,500.00	06/30/2022

25 DAY CLASS x \$900 PER DAY (\$22,500 PER COHORT)

SA VALID 11-01-21 TO 06-30-22

PAID**CHECK #: 0094822517****DATE: 12/10/21****AMOUNT \$: 22500.00****VOUCHER #: 00614733**

Sub Total Amount	22,500.00
Sales Tax Amount	0.00
Total PO Amount	22,500.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VI.WFED	01140	00000	275H	22,500.00	2022

0001033151CHAVEZA22-NOV-2021

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

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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.

Requisition

Supplier: ACADEMY-TRAINED LLC
1544 LUDWIG AVE
SANTA ROSA CA 95407
United States

0000049655

Phone: (800) 780-0307
email: Kendall@Academy-Trained.com

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

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001033151	10/28/2021	1	
Requisition Name:			
FY22 Academy-Trained-CM			
Requester			
Colleen Mesa			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: MESAC 28-OCT-2021			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	GS-78 CONTRACT ED VALID 10/30/2021 - 6/30/2021 PAYMENT FOR 3 COHORTS BY INVOICE. EACH COHORT PAID 900 PER DAY FOR 25 DAY CLASS TOTAL \$22,500 PER COHORT.	1	JOB	67,500.00	67,500.00	

67,500.00 Sub-total
0.00 Est. tax

Total Requisition Amount: 67,500.00

academy trained scope of work (SOW)

GS78 Academy-Trained

<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.VI.WFED	01140	00000	275H	67,500.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: Utility line Arborist - Contract Ed
Project Grant: 275H
Program Director: Victoria Maryatt
Program Goal: provide safety training as noted in SOW with Butte-Glenn

Approval Signature

Approval Signature

Approval Signature



Scope of Work for COLLEGE SAFETY TRAINER

Folsom Lake College November 1, 2021 – June 30, 2022

Project: Utility Line Clearance Program in partnership with Butte-Glenn Community College District Contract Training and Development Department ("Butte")

Duties Include:

- Provide instruction in collaboration with the Utility Contractor: *Lead Trainer* and Utility Contractor: *Assistant Trainer*. Butte College contracts and pays the Lead and Assistant Trainer.
- Adheres to curriculum/Instruction as provided by Butte. Changes or accommodations conducted in collaboration with Lead Trainer.
- Communicates regularly with Folsom Lake College Dean of Career Education
- Meets qualifications for role as outlined below.

ADDITIONAL QUALIFICATIONS AND DUTIES:

COLLEGE SAFETY TRAINER – *Butte contracted to pay College \$900 per day, 25 days*
The college trainer qualifications are necessary to comply with the knowledge, skills and ability to train workforce to work safely and competently according to state and federal standards. The college trainer will support the 5-week, 200-hour training under the Lead Trainer. This special certifications and field requirements for College safety trainer(s) have one or all of the following:

- OSHA10 Certification
- First Aid and Safety Certification
- Flagger Certification

Note: The College may also identify a College Safety Trainer with additional certifications defined under "Lead Trainer" to initially co-facilitate training with the Utility Lead Trainer. And possibly lead training in the future.

Budget

\$900 a day to be billed by Contractor to Folsom Lake College or 25 days for three cohorts. Invoice to occur at end of each cohort. First cohort November 1 – December 7, 2021. Dates of additional two cohorts to be determined.

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

No. _____ Attachment to Purchase Order No. _____

Business Name (if different) Academy-Trained FIN No.

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

Telephone No. 800-780-0307 (SSN or FIN No. must be provided for payment)

Address 1544 Ludwig Ave City and State Zip Santa Rosa CA 95407

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 **X** . If yes, who _____

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) 11/1/2021 to (date) 8/30/2022. 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 attached

2. Compensation. For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 67,500 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: 8500 per day for 25 days per cohort. 3 cohorts total. Payment by invoice at end of cohort. 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: scope of work attached
All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

5. Independent CONTRACTOR not Agent.

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

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

Name of CONTRACTOR (Printed) Academy-Trained

Signature of CONTRACTOR  Date 11/7/21 Requisition # 1033151

~~RESTRICTION: W/IN CONTROLLED GROUP: Discharge: General: Annals: Hist. Bureau: Army: Foreign: Admin:~~

- 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 combined single limit (per occurrence) AND A \$1,000,000, \$2,000,000 or \$3,000,000 AGGREGATE as prescribed by the DISTRICT 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, Labor 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. CONTRACTOR represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") 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. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, DISTRICT will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
- 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.
- 20. CERTIFICATION.** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

From: [Gordon, Paula](#)
To: [Maryatt, Victoria](#)
Cc: [Mesa, Colleen](#); [Rouiller, Suzanne](#)
Subject: RE: [EXTERNAL] RE: Colleges: Subcontract Trainers Approval
Date: Monday, November 15, 2021 9:58:49 AM
Attachments: [image004.png](#)

Hi Victoria,

Thank you. The service agreement and requisition can now go forward. Please attach the approvals to the requisition.



Paula Gordon
Purchasing Supervisor
P. (916) 568-3149
GordonP@LOSRIOS.EDU

From: Maryatt, Victoria <MaryatV@flc.losrios.edu>
Sent: Monday, November 15, 2021 9:52 AM
To: Gordon, Paula <GordonP@losrios.edu>
Cc: Rafferty, Annie <RaffertyAn@butte.edu>; Sweet, Jean <SweetJe@butte.edu>; Mesa, Colleen <MesaC@flc.losrios.edu>
Subject: FW: [EXTERNAL] RE: Colleges: Subcontract Trainers Approval

Hi Paula,

Please see the email from PGE through to Annie then to me below.

Regards,

Vicky Maryatt
Dean, Career Education
Folsom Lake College
10 College Parkway
Folsom, CA 95630
916-608-6925
Victoria.Maryatt@flc.losrios.edu



High risk data including social security numbers are not sent by this office unless encrypted. Agencies

corresponding with this office should encrypt all high risk data before transmitting to the is office.

From: Rafferty, Annie <RaffertyAn@butte.edu>

Sent: Monday, November 15, 2021 9:49 AM

To: Maryatt, Victoria <MaryatV@flc.losrios.edu>; Sweet, Jean <SweetJe@butte.edu>; Mesa, Colleen <MesaC@flc.losrios.edu>

Subject: Fwd: [EXTERNAL] RE: Colleges: Subcontract Trainers Approval

CAUTION: This email originated from outside of Los Rios. Do not click links or open attachments unless you recognize the sender and know the content is safe. **To mark the message as SPAM, right click the message, select "Junk" , and then select "Block Sender".**

Good morning Vicky

I hope you had a nice weekend. Good news, the approval email finally arrived on Friday.

Please find the approval from PGE received on Friday.

Let me know if there is additional information needed.

Thanks

Annie

Sent from my iPhone

Begin forwarded message:

From: "Hughes, Chris" <CRHg@pge.com>

Date: November 12, 2021 at 5:34:29 PM PST

To: "Rafferty, Annie" <RaffertyAn@butte.edu>

Subject: [EXTERNAL] RE: Colleges: Subcontract Trainers Approval

Annie, thank you for the clarification. Los Rios is fine to subcontract with academy trained and other subcontracted trainers.

Thanks for asking.

Chris Hughes

Supervisor, VM Training and Change Management

Cell 650-296-1488

Tell me, and I forget.

Teach me, and I remember.

Involve me, and I learn.

-Benjamin Franklin

**LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form**

Requisition No. _____

Description of Services _____

PAYMENT COHORTS _____

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:

- | | <u>Yes</u> | <u>No</u> |
|--|-------------------------------------|-------------------------------------|
| 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 type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | <input type="checkbox"/> |

Section II

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

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

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

Certified by: Victoria A Maryatt
(Dean or other Authorized Signature)

Date: 10/20/2021

From: Rafferty, Annie <RaffertyAn@butte.edu>

Sent: Tuesday, November 9, 2021 2:39 PM

To: Hughes, Chris <CRHg@pge.com>

Subject: Colleges: Subcontract Trainers Approval

*******CAUTION: This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.*******

Butte College and subcontracted California Community Colleges are authorized to subcontract trainers based on the college's verification of trainers meeting minimum qualifications. See attached.

Butte College is authorized as the Project Management lead on the PGE Utility Line Clearance Arborist Training to provide pre-approve subcontract trainers.

Los Rios is approved to subcontract with Academy Trained and other subcontract trainers meeting minimum qualifications on the program.

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:

Victoria A Maryatt/10-20-2021
Employee/Date

Selection Committee Member/Date

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 v. EMPLOYEE CHECKLIST**

The “ABC test” is required to determine if workers in California are employees or independent contractors for purposes of the Labor Code, the Unemployment Insurance Code, and the Industrial Welfare Commission (IWC) wage orders. Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies **all three** of the following conditions:

		Yes	No
A.	<p>Is the worker free from the control and direction of the District in connection with the performance of the work?</p> <p>The District likely satisfies this condition if the District tells the worker what work product to provide, and the worker decides how to perform the work.</p>	<input checked="" type="checkbox"/> Continue to B	<input type="checkbox"/> Stop , this is an employee
B.	<p>Will the worker perform work that is outside the usual course of the District’s business?</p> <p>The worker will likely be considered an employee if the worker provides services in a role comparable to that of an existing employee.</p> <p>If the worker will be performing tasks of teaching, learning, or providing educational opportunities, please further consider the items below:</p> <ul style="list-style-type: none"> • The worker will likely be considered an employee if the worker will be actively involved in more than one semester of classes offered by the District. • The worker will likely be considered an employee if the task the worker will perform is essential to the District’s ability to offer a class or a particular educational opportunity. If the task that the worker will perform enhances the District’s level of instruction, the task is not “essential.” 	<input checked="" type="checkbox"/> Continue to C	<input type="checkbox"/> Stop , this is an employee
C.	<p>Is the worker customarily engaged in an independently established trade, occupation, or business?</p> <p>The worker will likely be considered an employee if an individual’s work relies on a single employer.</p> <p>The independent business operation must actually be in existence at the time the work is performed.</p>	<input checked="" type="checkbox"/> “Yes” answers to all conditions A-C indicate an independent contractor relationship	<input type="checkbox"/> Stop , this is an employee

If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, this 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.

**LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form**

Requisition No _____
Description of Services _____
PAYMENT COHORTS _____

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:

- | | <u>Yes</u> | <u>No</u> |
|--|-------------------------------------|-------------------------------------|
| 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 type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | <input type="checkbox"/> |

Section II

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

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

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

Certified by: Victoria A Maryatt
(Dean or other Authorized Signature)

Date: 10/20/2021

The Academy

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REC# 0001099296

INVOICE

BILL TO

Los Rios Community College
District

INVOICE # 1073

DATE 11/30/2021

DUE DATE 12/30/2021

TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/01/2021	Utility Trainer	Week of November 1 to November 5 2021	5	900.00	4,500.00
11/08/2021	Utility Trainer	Week of November 8 to November 12 2021	5	900.00	4,500.00
11/15/2021	Utility Trainer	Week of November 15 to November 19 2021	5	900.00	4,500.00
11/22/2021	Utility Trainer	Week of November 22 to November 24 2021	3	900.00	2,700.00
11/29/2021	Utility Trainer	Week of November 29 to December 3 2021	5	900.00	4,500.00
12/06/2021	Utility Trainer	Week of December 6 to December 7 2021	2	900.00	1,800.00

BALANCE DUE

\$22,500.00