

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO

0001067926

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

Date 07/24/2012	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 758259 SANTORO POONV		Location / Dept 04ASPH111

Vendor: 0000001705
EL DORADO COUNTY OFFICE OF EDUCATION
6767 GREEN VALLEY RD
PLACERVILLE CA 95667

Ship To: EL DORADO CENTER
RECEIVING
6699 CAMPUS DRIVE
PLACERVILLE CA 95667
United States

email:

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	AGREEMENT BETWEEN EL DORADO COUNTY OFFICE OF EDUCATION (EDCOE) AND LOS RIOS COMMUNITY COLLEGE DISTRICT (LRCCD) - SHARE JOINT USE / ACCESS OF LOCAL TV CHANNEL 18 JULY 1, 2012 - JUNE 30, 2013	1.00	EA	1,000.00	1,000.00	07/24/2012

EDCOE # 3215 DATED 4/25/12

Sub Total Amount	1,000.00
Sales Tax Amount	0.00
Total PO Amount	1,000.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.AVSV	61900	00000	046C	1,000.00	2013

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
 07/27/12

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.

PURCHASE ORDER TERMS AND CONDITIONS

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

Los Rios Community College District

Requisition

Page 1 of 1

Req. No. 758259

P.O. NO.

Vendor Code <u>1765</u>
Approved
Terms
F.O.B.

DATE 5-24-12
 VENDOR EL DORADO COUNTY OFFICE OF EDUC.
 ADDRESS 6767 GREEN VALLEY ROAD
 CITY PLACERVILLE STATE CA ZIP 95667
 PHONE (530) 295-2325 FAX (530) 621-2543

DELIVERY INSTRUCTIONS	
<u>04ADMIN</u>	
Location Code	
<u>FLC</u>	<u>MEDIA SVCS</u>
College/District Location	Department
Division	Date Required

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.				
1	AGREEMENT BETWEEN EL DORADO COUNTY OFFICE				\$1,000.00
2	OF EDUCATION (EDCOE) AND LOS RIOS COMMUNITY				
3	COLLEGE DISTRICT (LRCCD) - SHARE JOINT				
4	USE/ACCESS OF LOCAL TV CHANNEL 18				
5	(ATTACHED)				
6	JULY 1, 2012 - JUNE 30, 2013				
7					
8	EDCOE # 3215 DATED 4-25-12				
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects

This purchase is in compliance with the requirements of _____			Sales Tax
Program Name	Program Director/Coordinator Signature	Project/Grant Number	Total
_____ For grants/special projects	_____	_____	\$1,000.00
Program Goal/Objective Number/Explanation			

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

REQUESTED BY: LINDA SANTORO 5/24/12
 TYPED/PRINT DATE
 REQUESTED BY: Linda Santoro 5/24/12
 SIGNATURE DATE
 AUTHORIZED: [Signature] 5/30/12
 DEAN OR AUTHORIZED SIGNATURE DATE
 APPROVED: [Signature] 5/31/12
 VICE PRESIDENT, ADMINISTRATION DATE

<u>GENFD</u>	<u>5100</u>	<u>11</u>	<u>FL.VI.AVSV</u>
Bus. Unit	Account *	Fund	Org
<u>61900</u>	<u>00000</u>	<u>2013</u>	<u>046C</u>
Program	Sub-Class	BY	Proj/Grnt
<u>6</u>	<u>/</u>	<u>/</u>	<u>/</u>
Bus. Unit	Account *	Fund	Org
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
Program	Sub-Class	BY	Proj/Grnt
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
			\$
			Amount

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

Location Code _____ Dept. _____
 Building _____ Room No. _____

Instructions on Reverse

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: EL DORADO COUNTY OFFICE OF EDUCATION (EDCDE)

State the business terms of agreement: MOU - CHANNEL 18 COMCAST
ACCESS SUBSCRIPTION AIR TIME

This agreement consists of the following documents: 2 COPIES OF MOU

Funding Source: General Fund Amount \$ 1,000.00

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

By: _____ Date: _____
Area Manager/Supervisor

(Print Name)

College VPA, DO, FM, Director

I approve as to Substance

By:  Date: 5/31/12

(Print Name)

General Services

By: _____ Date: _____
Director, General Services

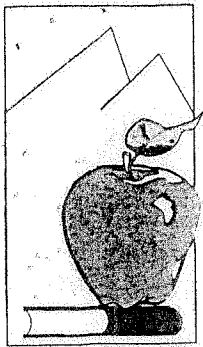
General Counsel (When necessary)

- 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.



El Dorado County Office of Education

May 10, 2012

Vicki L. Barber, Ed.D.
Superintendent

Jeremy Meyers
Deputy Superintendent

Robbie Montalbano
Associate Superintendent

County Board of Education

*Debbie Akin
Matt Boyer
John Lane
Gene Rasmussen
Heidi Weiland*

Los Rios Community College/Folsom Lake College
Attn: Linda Santoro
10 College Parkway
Folsom, CA 95630

Dear Mr. Hartley,

Enclosed is Standard Agreement(s) #3215. Please review and sign two original agreement(s), and forward to Mr. Sharpe for his signature on the agreements. Once all signatures have been signed, please mail a copy back to me at the address below within 10 days for our records.

El Dorado County Office of Education
Attn: Joni Campos
6767 Green Valley Road
Placerville, CA 95667

If you have any questions, you may contact me at 530-295-2325.

Sincerely,

Joni Campos
Program Assistant
El Dorado County Office of Education

Encl: Agreement(s)

530-622-7130
FAX 530-621-2543

e-mail: info@edcoe.org
website: www.edcoe.org

6767 Green Valley Road
Placerville, CA 95667-8984

An Equal Opportunity Employer

*Commitment to serving
our clients with Respect,
Responsiveness and
Resourcefulness*

**Standard Agreement
for Professional Services between
El Dorado County Office of Education
and
Los Rios Community College**

EDCOE # 3215

This agreement for professional services is made and entered into by and between the El Dorado County Office of Education, hereinafter referred to as "EDCOE," having its principal office at 6767 Green Valley Road, Placerville, California 95667 and Los Rios Community College District hereinafter referred to as "DISTRICT" having its principal office at 10 College Parkway, Folsom, California 95630, each being a "Party" and collectively the "Parties".

RECITALS

Whereas, the terms "El Dorado County Office of Education", "County Office", or "EDCOE" shall mean both the Superintendent and the El Dorado County Board of Education, their officers, employees, representatives, and agents in their respective employment and oversight capacities of the El Dorado County Office of Education.

Whereas, the Parties warrant that they have had the opportunity to obtain advice of counsel throughout the negotiations leading to the preparations and execution of this Agreement, and have read it carefully and understand its terms and consequences.

AGREEMENT

NOW, THEREFORE, in consideration of the acts and promises contained herein the Parties agree as follows:

A. SCOPE OF WORK:

EDCOE and DISTRICT agree to share join use/access (50%) each of the following:

- I. Channel 18 Comcast Access subscription air time, specific broadcast times to be mutually determined.
- II. Whereas, Operating costs for Channel 18 are not to exceed \$2,000 per year.

B. CONTRACT PERIOD:

The contract period will be July 1, 2012 through June 30, 2013 or upon the completion of obligations stated herein whichever occurs first. This contract can be terminated by either party with 30 days written notice. EDCOE and the DISTRICT may extend or amend this contract by mutual written consent.

C. FEE SCHEDULE:

For services outlined above, DISTRICT agrees to pay EDCOE \$1,000 for one half of the operating costs. Fee is not to exceed this Agreement amount. Payment shall be made on or about January 1st of each year upon delivery of an invoice. Payment is due to EDCOE no later than 60 days after receipt of invoice submitted to EDCOE, at 6767 Green Valley Road, Placerville, California 95667.

D. INDEMNIFICATION AND HOLD HARMLESS/INSURANCE:

EDCOE agrees to indemnify, defend and hold harmless the DISTRICT and his officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of EDCOE, and EDCOE's officers, agents and employees, in performance of this contract.

The DISTRICT agrees to indemnify, defend and hold harmless EDCOE and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of the District, and the District's officers, agents and employees, in performance of this contract.

Both parties agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000.00 per claim/occurrence, and \$2,000,000.00 in the aggregate. The insurance or coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages. To the full extent of the parties' respective indemnity obligations, but only up to the agreed limit of liability set forth above, the parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees, with such coverage to be provided on a "primary" basis. With respect to such coverage[s], each party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.

The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of or their respective rights, privileges, or obligations existing under this Agreement.

E. DISCRIMINATION

With respect to all issues associated with this Agreement, the parties and their directors, officers, employees, agents, volunteers and guests shall not discriminate on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran.

F. SEVERABILITY:

The provisions of this Agreement are divisible. If any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

G. WAIVER:

No delay or omission by EDCOE or the DISTRICT in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision of this Agreement, shall be effective in any event unless it is in writing, designated a waiver, and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose for which it is given.

H. GOVERNING LAW:

This Agreement shall be construed in accordance with, and the rights and duties of the parties hereto shall be governed in all respects by, the laws of the State of California.

I. ENTIRE AGREEMENT:

This Agreement supersedes all prior agreements, understandings, and communications between the EDCOE and the DISTRICT, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the agreement between EDCOE and the District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither of them, nor anyone acting on their behalf, made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

J. CONFLICT:

In the event of a dispute arising under this Agreement, the DISTRICT and EDCOE Superintendent, or their jointly agreed representatives, shall meet to resolve the conflict. If they are unsuccessful in their attempt to resolve the dispute, the matter shall be submitted to binding arbitrator, of the parties' choosing or upon appointment by a Court, with the arbitrator directed to resolve the dispute in the most efficient and cost effective manner. In addition to any damages properly awarded to the prevailing party, attorneys' fees and costs shall also be awarded upon a finding by the arbitrator that the losing party's position was not made or continued in good faith and with reasonable cause or justification.

K. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and delivered to the other party at the following respective addresses:

For EDCOE:

Attn: Jim Maher

El Dorado County Office of Education

6767 Green Valley Road

Placerville, CA 95667

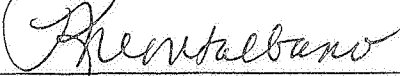
For DISTRICT:

Folsom Lake College (Los Rios Community College)

10 College Parkway

Folsom, CA 95630

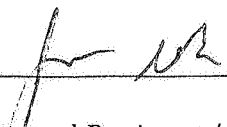
The parties hereby agree to the terms of this agreement.



4/25/12

Robbie Montalbano
Associate Superintendent
El Dorado County Office of Education

Date

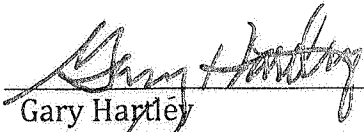


5/10/12

Jim Maher
Director of Internal Business/AV
El Dorado County Office of Education

Date:

District:



5/21/12

Gary Hartley
Dean, Instruction & Technology
Folsom Lake College

Date

Jon Sharpe
Deputy Chancellor
Los Rios Community College

Date