



FOLSOM LAKE COLLEGE
 EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway
 Folsom, CA 95630

PURCHASE ORDER NO. CBF13050SA

Service Agreement No. 45434 _ PART II

PO Date: 06/01/2013

Date Required: Dec 31, 2013

Ordered By: HAAS/HOWARD

Requisition #: 35541

VENDOR: PLAID ZEBRA FILMS_ VID: 1369
 1623 1/2 17th STREET
 SACRAMENTO CA 95811
 Email: See Below

SHIP TO: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM, CA 95630

BILL TO: FOLSOM LAKE COLLEGE
 ATTN: BUSINESS SERVICES
 10 COLLEGE PARKWAY
 FOLSOM, CA 95630

PH: 916.467-2504 FAX:

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	VIDEO/AUDIO CAPTURE, VIDEO FILM EDITING SERVICES TO PRODUCE: FLC FOUNDATION SPORTS CENTER PROMOTIONAL VIDEO PER SERVICE AGREEMENT NO. 45434 _PART II INCLUDING VENDORS: PROPOSAL OF PROJECT SCOPE & ELEMENTS PART II PROJECT TIMELINE: SEPTEMBER 1 - DECEMBER 31, 2013 ESTIMATED COMPLETION ON THIS VIDEO: DECEMBER 31, 2013 PART II PAYMENT TERMS: 50% DEPOSIT SEPTEMBER 1, 2013 UPON APPROVAL OF CONTRACT AND ISSUANCE OF PURCHASE ORDER 50% BALANCE NET 30 DAYS_ UPON RECEIPT OF FINAL INVOICE; AND FLC FOUNDATIONS CONFIRMATION OF PROJECT COMPLETION. SALES TAX MAY APPLY FOR TANGIBLE ITEMS DELIVERED.	1.00	JOB	\$5,400.000	\$5,400.00
	Vendor Contacts: Joel Doclendorf: joel@plaidzebrafilms.com Co-Owner Harrison Reich: harrison@plaidzebrafilms.com Co-Owner				
	Shipping/Handling (taxable)				

INSTRUCTIONS:

6/26/13 PO mailed to vendor

Sub Total

State Tax %

State Tax

Shipping

Total PO Amount

All shipments, invoices, and correspondence must be identified with our Purchase Order Number

Direct all deliveries and delivery documents to the SHIP TO address.

Direct all correspondence and invoices to the BILL TO address.

NO PAYMENT will be made without an invoice.

Payment Terms: NET 30

AUTHORIZED SIGNATURE AND DATE

Kathleen Kubler 6/25/13

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.



2013-14

FOLSOM LAKE COLLEGE
EL DORADO CENTER-RANCHO CORDOVA CENTER

CHECK ONE

- ASG(71,72)
- College Act. Trust(81)
- Foundation(83)
- IR(13,14)
- Three Stages(55)

CAMPUS-BASED REQUISITION

5/20/13

DATE 5/20/13
 VENDOR Planet Zebra Films
 ADDRESS 1623 1/2 17th St
 CITY Sacramento
 STATE CA ZIP 95811

REQ. # CBF 35541
 PO REQUIRED(circle one) YES NO
 P.O. # CBF 130505A PART II
 DATE REQUIRED _____

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	FLC Foundation Sports Center Prom				5,400
2					
3	50% Deposit				
4	50% Upon Completion, as per S.O.W				
5					
6					
7	July 1, 2013				
8					
9					
10					

Check Distribution

Call Student, Hold for pick up # _____

Call _____, Hold for pick up # _____

Forward to _____

Inter-Campus mail to _____

USPS mail

Other _____

Sub-Total	
Sales Tax	
Freight	
TOTAL	5,400

Account Name	Bus Unit	Account	Fund	Department	Program	Class	Project	Amount
								\$
Account Name	Bus Unit	Account	Fund	Department	Program	Class	Project	Amount
								\$

AUTHORIZED [Signature]
 Club Officer/Requestor

APPROVED [Signature]
 Faculty Advisor/Administrator

Business Services Use Only

Budget Checked _____ Vendor ID _____

Voucher # _____ Date _____

Warrant # _____ Date _____

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

JUN 28 2013

ARC CRC DO FLC FM SCC OTHER _____

Agreement/Contract With: Plaid Zebra Films VID 1369

Subject Matter: Video/audio Capture Scholarship Promo Video (Part I)
Video/audio Capture Sports Center Promo Video (Part II)

This agreement consists of the following documents: Purchase Order
Service Agreement 45434 CBF 130505A, 13049S
Statement of Work - Scholarship Promo; Stmt of Work - Sports Ctr Promo

Funding Source: FLC Foundation Amount \$ 8,200⁰⁰

Approved as to Substance (Originator)

By: Sally Howard
Area Manager/Supervisor

(Print Name)

Date: 6/25/13

College VPA, DO, FM, Director

By: Stephen Kuklin

(Print Name)

Date: 6/26/13

General Services

By: [Signature]
Director, General Services

Date: 06/28/13

Approved as to Form: (When necessary)

By: _____
General Counsel

Date: _____

Los Rios Community College District

By: _____
Deputy Chancellor

Date: _____

6/28/13 please return to me after received from [Signature]

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. 45434

Attachment to Purchase Order No. PART I CBF 13049 SA

This Agreement entered this 2 day of May by and between the Los Rios Community College District (District) and
(CONTRACTOR), Plain 7ebra Films CONTRACTOR No. _____ Social Security No. _____

Business Name (if different) _____ FIN No. 46-2091544

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

Telephone No. 916 467 2604 (SSN or FIN No. must be provided for payment)

Address 1673 1/2 17th St City and State Zip Sacramento CA 95811

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) 6/1/2013 to (date) 12/1/2013. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 2,800.00 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: 50% down 50% upon completion. 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. Total: \$8,200.00

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: Plain 7ebra's SOW Contract. 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) Plain 7ebra Films

Signature of CONTRACTOR: [Signature] Date 5/2/2013 Requisition # CBF 35540

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

FILMS

PROJECT SCOPE / PROJECT ELEMENTS

PRE - PRODUCTION

- Video Planning Session with FLC Foundation and Plaid Zebra
- Site Inspections and Shot Location Review with Respective Event Teams
- Screentest Potential Students and Faculty Prior to Interviews
- Create Storyboard for two 3 minute OR one 5-6 minute Promotional Video
- Create Film Shot List

PRODUCTION

- Director, Audio Engineer, Cinematographer
- 7 Days of Production for Promotional Video
- Conduct (3-4) 30 Minute Interviews with Students and Faculty

POST PRODUCTION

- Catalog Video for Edit
- 50 Hours of Video Editing
- Two Rounds of Edit Changes with Client
- License Music for Online Distribution of Video
- Addition of Event Logos and Graphics - to be provided by FLC Foundation
- Videos Provided in Digital HD Download for Online Distribution

TOTAL

\$5,400

FILMS

FLC FOUNDATION SPORTS CENTER PROMO

Date: 4.5.2013

BACKGROUND

The Folsom Lake College Foundation's goal is to raise funds for all three state-of-the-art campuses. The Foundation is the formal means to engage the community through special events, business partnerships and volunteer opportunities.

Folsom Lake College's Harris Center for the Arts (formerly Three Stages) is a premier performing arts venue in the capitol region, generating millions of dollars in economic impact in the community.

The FLC Sport Complex is a \$54 million facility of the same caliber of the Harris Center. The Sports Center will provide student athletic opportunities to complement their academic endeavors. The facility is also projected to attract intercollegiate athletic events to the Folsom area.

OVERVIEW

The Folsom Lake College Foundation is looking to expand its visibility and showcase the assets of the Sports Complex. Sponsorship naming opportunities for the Complex, the gymnasiums, soccer venue, tennis complex, baseball stadium, cross country course and meeting facilities are available.

The center will enhance the quality of life for students and the surrounding community. Athletic programs empower students to:

- work as a team
- build confidence and leadership qualities
- value hard work and determination
- promote an active lifestyle
- prepare students to contribute to their communities as active citizens.

The complex is a multi use facility. Community access to the facility enhances the quality of life of the region. Rental of the facility will be a large economic driver of the region, contributing to local retail, dining and lodging industries.

This proposal outlines the scope of a story-based short films that will be used for fundraising campaigns and to build awareness of the new facility.

Plaid Zebra is uniquely positioned to tell this story due to our personal passion for the mission of community colleges. As graduates of the Los Rios Community College district, we are advocates for community colleges. Our experience in both theater and sports programs contributed to our positive experiences. We would be excited to be a part of campaigns to expand those facilities and contribute to the legacy of FLC.

Our unique story-based approach combines a professional video product with real testimonials of students. Our work has a track record of securing major gifts for our clients.

FILMS

ASSUMPTIONS

Plaid Zebra Films shall provide video services to Client as specified in the scope of work. Accessibility to key personnel and reasonable response time frames will take place. All deliverable dates on the project are dependent upon timely feedback. All out-of-pocket and any additional production costs will be additional to the fees quoted above. All actors, voice-over talent, stuntman, and stock video footage will be billed in addition upon pre-approval by the client. Any development accounts, replication, hosting, photography, illustration, film output, non-local travel, shipping, installation, etc., will be additional and quoted before any costs are incurred. All logos and graphics will come from Client unless otherwise noted.

PROJECT SCOPE CHANGES

Any desired change that will alter or amend the specifications or other elements of the development contract will be evaluated and responded to with a notice of any impact the proposed changes will have on the contract price and schedule. No obligation is required to perform any changes beyond those originally specified in scope of work. Each modification to this Agreement shall be deemed incorporated into and made part of this Agreement, including adjustment of fees and completion dates.

SERVICES

All costs have been determined based on a discounted hourly rate. Any work provided outside the scope of this proposal will be billed at a standard hourly rate. Services outside the scope of work will be performed to the extent desired by the client within an initial hourly retainer. Additional hours required beyond the retainer, requested by the client to meet their needs will be billed at a rate of \$100. Retainer hours will be invoiced in two-week periods for the hours performed in the previous period.

Additional Post-Production Services billed at the rate of \$100 per hour for editing costs will be charged (with prior notice) for modifications to the video beyond the Specifications below. Client will have two business days to review and comment on changes. Requested changes to the video after the review period will be billed at \$100 per hour and added to the final invoice. Post delivery production and updates (other than bug fixes and errors which will be done at no charge) will also be charged at the rate of \$100 per hour, unless further agreements are in place.

FEE TERMS

Development will be provided as flat fee based on the estimated hours required for production. A retainer deposit of 50% will be provided prior to commencement of work on this contract. The remaining 50% will be paid upon delivery of the video file(s) to the customer. This proposal is valid for ninety days. Late payments by the Client shall be subject to penalty fees of 2% per month from the due date until the amount is paid.

PO# CBF 130505A

SA# 45434 /PART II

TERMS & CONDITIONS

1. REIMBURSABLES

All additional and out-of-pocket expenses, including development accounts, comps, material and supplies will be reimbursed by the Client. All reimbursements will be reviewed and approved by Client in advance of expenditure.

2. DEFAULT IN PAYMENT

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. ESTIMATES

The fees and expenses shown are accurate estimates to the existing knowledge of Plaid Zebra Films. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any costs before they are incurred. If the estimate exceeds Client's expectations and no mutual agreement can be reached, the Client then has the right to cancel the agreement without any cancellation fee.

4. CHANGES & DELAYS

The Client shall be responsible for making additional payments for changes requested by the Client that exceed the original assignment. Excess changes that go beyond the scope of the original assignment will be estimated before any additional fees are incurred. All reasonable efforts to deliver the application on schedule will be used. However, at its option, Plaid Zebra Films can extend the due date for any deliverable by giving written notice to the Client. Any delay caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing.

5. WAIVER, MODIFICATION, OR CANCELLATION

Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by both parties. In the event of cancellation of this assignment, ownership of all copyrights and the original video shall be retained by Plaid Zebra Films, and a cancellation fee for work completed, based on 50% of the contract price and expenses already incurred, shall be paid by the Client.

6. ASSIGNMENT


Any attempt to assign or transfer any rights, duties, or obligations herein shall render such attempted assignment or transfer null and void.

7. LIABILITY

In no event shall Plaid Zebra Films be liable for any damages arising from the use of the video developed under the terms of this Agreement.

8. GOVERNING LAW

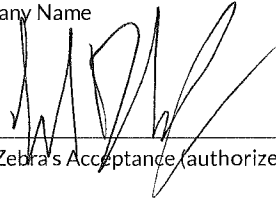
This Agreement shall be construed in accordance with and governed by the laws of the State of California.


O.D. BURR, DIRECTOR OF GENERAL SVCS. JUNE 28, 2013

Clients's Acceptance (authorized representative of the company) Date

Los Rios Foundation - Folsom Lake College Foundation

Company Name



Plaid Zebra's Acceptance (authorized representative of the company) Date

7/16/13

STATEMENT OF WORK



PLAIDZEBRAFILMS.COM
1623 1/2 17TH STREET
SACRAMENTO, CA 95811
TEL: 916.467.2504

INVOICE #0012

TO: FOLSOM LAKE COLLEGE FOUNDATION

Contact: Kristin Haas

FOR: SPORTS CENTER PROMO VIDEO

Date: 10.8.2013

DESCRIPTION: PO# CBF130505A **AMOUNT:**

Retainer Deposit for Sports Center Promo Video	\$2700
TOTAL: \$2700	

PAYMENT DETAILS:

All checks must be made out to "Plaid Zebra Films".

**YOUR BUSINESS MEANS A LOT TO US!
THANKS!**

PAID
10/15/13
CHK# 691

INVOICE

BANK OF AMERICA

Date 10/15/2013

000000691

Folsom Lake College Foundation

100 Scholar Way
Folsom, California 95630
(916) 608-6549

11-35
1210

Pay Amount \$2,700.00***

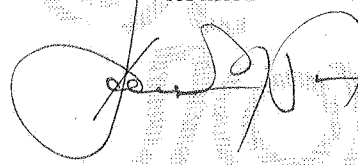
****TWO THOUSAND SEVEN HUNDRED AND XX / 100 DOLLAR****

VOID SIX MONTHS FROM DATE DRAWN

Pay To The
Order of

PLAID ZEBRA FILMS
1623 1/2 17TH STREET
SACRAMENTO, CA 95811

AUTHORIZED SIGNATURE



THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈0000000691⑈ ⑆121000358⑆ 14994⑈03853⑈

CAMPUS CONTACT: Folsom Lake College Foundation

Check Date:	FLC BOFA Foundation		Check No.:	000000691		
Description	Invoice No.	Invoice Date	Invoice Amount		Paid Amount	
PO#_CBF13050SA_50%	0012	Oct/15/2013	2,700.00	35541-1	0.00	2,700.00
DEPOSIT_FLC Foundation_Sport Center Promo Video						

LOJ KUYB 35540
35541

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.

- | | | | |
|----|--|----------------------------|---------------------------------------|
| 1. | Has this person ever been employed by the District? If so, please explain when and in what capacity _____ | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N |
| 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"/> Y | <input checked="" type="checkbox"/> N |
| 3. | Will the District exercise any control, direction or supervision of the contractor? If so, please explain _____ | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N |

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"/> Y | <input checked="" type="checkbox"/> N |
| 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"/> Y | <input checked="" type="checkbox"/> N |
| 6. | Can the contractor quit for any reason other than the District's breach of contract? | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N |
| 7. | Can the District terminate the contract for any reason other than the contractor's breach of contract? | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N |

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% - <input checked="" type="checkbox"/> Between 25% & 50% _____ Over 50% _____ | <input checked="" type="checkbox"/> Y | <input type="checkbox"/> N |
| 9. | Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.? | <input checked="" type="checkbox"/> Y | <input type="checkbox"/> N |
| 10. | Does the individual provide all materials, supplies, and support services necessary for performance of this service? If no, please explain _____ | <input checked="" type="checkbox"/> Y | <input type="checkbox"/> N |
| 11. | Does the individual bear the cost of any travel and business expenses incurred to perform this service (no District reimbursement)? | <input checked="" type="checkbox"/> Y | <input type="checkbox"/> N |

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: *Justin Jones* Date: May 2, 2013

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

CBF
Requisition No 35540
Description of Services 35541

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 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 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor. | <input checked="" 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: _____