

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO B114603

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

Date 09/10/2013	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 767245 CLARKS POONV	Location / Dept 04EDCB	

Vendor: 0000001711
EL DORADO UNION HIGH SCHOOL DISTRICT
4675 MISSOURI FLAT ROAD
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	BLANKET PURCHASE ORDER ROUND 6 MOU 454Y - GOVERNOR'S CAREER TECHNICAL EDUCATION INITIATIVE (SB70) AWARD FUNDS FOR GRANT COORDINATION, TEACHER STIPENDS AND UNINSTRUCTIONAL RESOURCES 7/1/13 - 6/30/14	1.00	LOT	39,492.00	39,492.00	05/01/2014

ENCLOSE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LOS RIOS COMMUNITY COLLEGE DISTRICT (FOLSOM LAKE COLLEGE) (LRCCD/FLC) AND EL DORADO UNION HIGH SCHOOL DISTRICT (EDUHS) SIGNED ON 8/7/13.

AUTHORIZED PERSONNEL:

DALE VAN DAM
VONNIE SHANE
SHANNON CLARK

Sub Total Amount	39,492.00
Sales Tax Amount	0.00
Total PO Amount	39,492.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	ED.VI.SB70	49990	00000	454Y	39,492.00	2014

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

Handwritten Signature
09/12/13

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

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER TERMS AND CONDITIONS

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

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET 05/2013
(Except for Grants & Categorical Contracts)

ARC CRC DO FLC FM SCC OTHER edc

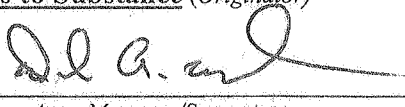
Agreement/Contract With: El Dorado Union High School District

Subject Matter: Round 6 mau - SB70

This agreement consists of the following documents:

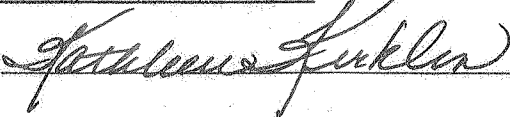
mau for Round 6 of SB70 & Requisition for B/O. REQ# 767245
Funding Source: SB70 / 431 y Amount \$ 39,492.00

Approved as to Substance (Originator)

By: 
Area Manager/Supervisor
Dale A. Van Dam
(Print Name)


Date: 7/18/13

College VPA, DO, FM, Director

By: 
(Print Name)

Date: 7/31/13

General Services

By: 
Director, General Services

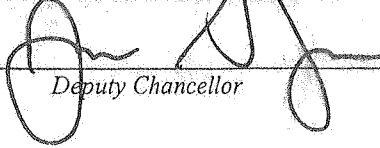
Date: 08/05/13

Approved as to Form: (When necessary)

By: _____
General Counsel

Date: _____

Los Rios Community College District

By: 
Deputy Chancellor

Date: 8/7/13

8/5/13 please return to me after signature by Smith

8/26/13 PER set id 72 BSC

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC CRC DO FLC FM SCC OTHER edc

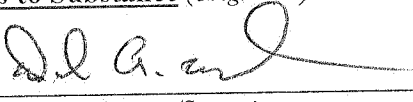
Agreement/Contract With: El Dorado Union High School District

Subject Matter: Round to mow - SB70

This agreement consists of the following documents:

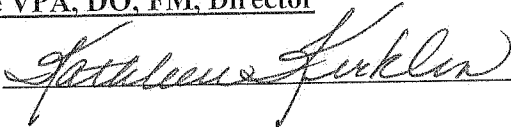
mow for Round 6 of SB70 & Requisition for BPO. REQ# 767245
Funding Source: SB70 / 431 y Amount \$ 39,492.00

Approved as to Substance (Originator)

By: 
Area Manager/Supervisor
Dale A. Van Dam
(Print Name)

Date: 7/18/13

College VPA, DO, FM, Director

By: 
(Print Name)

Date: 7/31/13

General Services

By: _____
Director, General Services

Date: _____

Approved as to Form: (When necessary)

By: _____
General Counsel

Date: _____

Los Rios Community College District

By: _____
Deputy Chancellor

Date: _____

Los Rios Community College District

Requisition

Page _____ of _____

Req. No. 767245
P.O. NO.

Vendor Code 17U
Approved
Terms
F.O.B.

DATE 7/17/2013

VENDOR El Dorado Union High School Dist.

ADDRESS 4675 Missavei flat rd

CITY Dacerville STATE CA ZIP 95667

PHONE _____ FAX _____

DELIVERY INSTRUCTIONS

04 edcb Location Code

edc College/District Location

admin Division

ck/sb70 Department

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	Blanket Blanket Purchase Order	1	EA		39,492
2					
3	Round 6 MOU - per attached MOU				
4	454y - Governor's Career technical				
5	education initiative (SB70)				
6	award funds for grant				
7	coordination, teacher stipends,				
8	Instructional resources.				
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects This purchase is in compliance with the requirements of <u>SB70 RND 6</u> Program Name <u>454y</u>	Sales Tax
Program Director/Coordinator Signature: <u>[Signature]</u> For grants/special projects <u>qualifying grant expenditures</u> Project/Grant Number <u>454y</u>	Total 39,492.

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: Shannon Clark TYPED/PRINT DATE 7/17/13

REQUESTED BY: [Signature] SIGNATURE DATE 7/17/13

AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE 7/31/13

APPROVED: [Signature] VICE PRESIDENT, ADMINISTRATION DATE 7/31/13

Bus. Unit	Account*	Fund	Org	Amount
<u>denfd/5100/12</u>	<u>ed.vi</u>	<u>SB70</u>		
<u>49990/0000</u>	<u>2014</u>	<u>454y</u>		\$ 39,492.

* 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

Memorandum of Understanding

Between

The Los Rios Community College District (Folsom Lake College) (LRCCD/FLC) and the El Dorado Union High School District (EDUHSD)

The Los Rios Community College District (Folsom Lake College) (LRCCD/FLC) and the El Dorado Union High School District (EDUHSD) understand and mutually agree to the following statements of understanding.

Section I – Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish and define the relationship between EDUHSD and LRCCD/FLC in support of the Sixth Round (Fiscal Year 2012-2013 funding) of the Governor's Career Technical Education Initiative Core Grant (referred to as the SB-70 Grant) awarded to Folsom Lake College. For the purposes of implementing the Grant, FLC and Grant partners have established the "El Dorado County Career Technical Partnership" (CTP) which includes the El Dorado Center of Folsom Lake College, Lake Tahoe Community College, the El Dorado County Office of Education, and EDUHSD. EDUHSD and LRCCD/FLC desire EDUHSD to be a community partner with LRCCD/FLC to assist in efforts to develop, organize, support, and implement various activities as they apply to the SB-70 Grant from the period of November 1, 2012, through end of term of the Grant, November 30, 2014.

Section II – Responsibilities

In compliance with the SB-70 Grant VI (FY 2012-2013) award, EDUHSD will:

- A. In an effort to promote student retention and persistence as well as to increase career and post-secondary education readiness, EDUHSD will work with Hobson's Inc. to secure a *Naviance* college and career readiness platform and subscriptions for all EDUHSD Students. Contribution towards the installation, training, and subscription of *Naviance* shall be \$4.00 per enrolled pupil based on 6,873 pupils enrolled as of June 26, 2013. Total payment to EDUHSD for *Naviance* program shall be no more than **\$27,492.00.**
- B. Provide for payment to a Production Company for the creation of video marketing materials to promote various CTE programs at EDUHSD, EDCOE, and/or LRCCD/FLC. Video Production expenses shall not exceed **\$12,000.**
- C. Invoice LRCCD/FLC according to the accounting practice outlined in Exhibit B for **actual costs incurred by EDUHSD** associated with the execution of the outlined responsibilities in Section II, paragraphs A and B. EDUHSD will invoice LRCCD/FLC by October 1, 2014. LRCCD/FLC will encumber and/or pay actual costs incurred by EDUHSD by October 31, 2014.

Los Rios Community College District (LRCCD) - Folsom Lake College
CTE Community Collaborative – SB70 Round 6

Community Partner Reimbursement Procedures on MOUs
November 1, 2012 through November 30, 2014

Community Partner EL DORADO UNION HIGH SCHOOL DISTRICT (EDUHSD)

1. Community Partners will be allocated grant funds based on the MOU set up between partner and Los Rios Community College District (LRCCD), Folsom Lake College.
 2. The amount allocated to each partner will be distributed in one open Purchase Order for each fiscal year (July 1st through June 30th) until the grant is ended, November 30, 2014.
 - a. First year Purchase Order period is November 1, 2012 through June 30, 2013 PO# _____
 - b. Second year Purchase Order period is July 1, 2013 through June 30, 2014 PO# _____
 - c. Final year Purchase Order period is July 1 through November 30, 2014 PO# _____
 3. Purchase orders may consist of two line with the following description:
 - a. "454Y Board of Governor's Career Technical Education Pathways Initiative Core Grant (referred to as the SB-70 Grant, 12-140-234) Community Collaborative Projects."
 4. Invoicing to LRCCD should be completed as partner spends allocation or at least monthly.
 - a. Invoices to LRCCD should use the exact wording from #3 above. No other wording is necessary or wanted on the invoice description.
 - b. **IMPORTANT** – Invoices should reference the LRCCD PO number for the correct fiscal year.
 - c. **IMPORTANT** – Send original invoice and backup documentation to:
Folsom Lake College
Attn: Business Services – SB70
10 College Parkway
Folsom, CA 95630
- ***Backup documentation is required to be submitted or partner will not be reimbursed for the expenses. Backup documentation should consist of copies of the original source documents that were required by partner organization, with reimbursable dollar amounts highlighted.***
- d. Send copy of invoice and backup documentation to:
El Dorado Center
Attn: Dale Van Dam
6699 Campus Drive
Placerville, CA 95667