LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065 FAX: (916) 568-3145

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

Date	Revision	Page
02/05/2014	1 - 03/12/2014	1
Payment Terms	Freight Terms	Ship Via
NET 30 S	hipping Point	Best Metho
Reference:		Location / Dept
767260 CLARKS POONV		04EDCB

EL DORADO CENTER

6699 CAMPUS DRIVE PLACERVILLE CA 95667

1919 Spanos Court Sacramento CA 95825-3981

PO Price

Extended Amt

Due Date

06/30/2014

RECEIVING

United States

United States

B114686

PURCHASE ORDER NO

Ship To:

Bill To:

Quantity UOM

Vendor: 0000003104 LAKE TAHOE COMMUNITY COLLEGE ONE COLLEGE DRIVE SOUTH LAKE TAHOE CA 96150

Item/Description

email:

Tax Exempt? N Line-Sch

1- 1

BLANKET PURCHASE ORDER - ROUND 6 1.00 EA 53,000.00 53,000.00 454Y NEW CTE PROGRAM DEVELOPMENT, STAFF RELEASE TIME, EQUIPMENT & SUPPLIES MOU ON FILE WITH THE DISTRICT VALID 11/1/13 - 6/30-14 AUTHORIZED PERSONNEL: SHANNON CLARK DALE VAN DAM VONNIE SHANE Sub Total Amount 53,000.00 Sales Tax Amount 0.00 **Total PO Amount** 53,000.00

BU	<u>Acct</u>	Fd	Org	Prog	<u>Sub</u>	Proj	Amount	<u>BYear</u>
GENFD	5100	12	ED.VI.SB70	49990	00000	454Y	53,000.00	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**

2 Walden 3/14/2014

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 <u>PURCHASE ORDER TERMS AND CONDITIONS</u>

- 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.
- TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
 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.
- NOTICE: Your employees <u>may</u> 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 <u>may</u> 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.

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1919 Spanos Court Sacramento, CA 95825 Phone: 916 568-3021 Fax: 916 568-3023 www.losrios.edu

LRCCO

JAN 28 2014

Purchasing

Date: January 28, 2014

To: Purchasing

LOS RIOS

From: Herschel Smith

Re: Lake Tahoe Community College – Round 6 MOU SB70

Please find enclosed the above referenced document, Requisition No. 767260, and background information—for Purchasing's further processing.

Thank you for your attention to this matter.

Encls

cc: Rachel Rosenthal/FLC (w/copy of attachments)

Hls/contract.Kathy

LOS RIOS COMMUNITY COLLEGE DISTRICT AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET (Except for Grants & Categorical Contracts) SCC D OTHER COC ARC CRC DO Agreement/Contract With: La **Subject Matter:** This agreement consists of the following documents: Deal 2 cooles CONC. MYLAD MAN PRIVATO Amount \$ 53,000.00 4540 Funding Source: SONO Send 2 executed original in provided stamped envelope * please Approved as to Substance (Originator) 12/19/13 By: Date: Area Manager/Supervisor A. van (Print Name) College VPA, DO, FM, Director Vadne Rosenthe **By:** Date: 1/8/14 Kachel Rosenthal (Print Name) **General Services** Date: By: Director, General Services Approved as to Form: (When necessary) By: Date: General Counsel Los Rios Community College District Date: Deputy Chancellor GS113/Rev.11/05



Memorandum of Understanding

Between The Los Rios Community College District (Folsom Lake College) and Lake Tahoe Community College

The Los Rios Community College District (Folsom Lake College) (LRCCD/FLC) and Lake Tahoe Community College (LTCC) 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 LTCC 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 El Dorado Union High School District. LTCC and LRCCD/FLC desire LTCC 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, 2013, through the end of term of the grant, November 30, 2014.

Section II – Responsibilities

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

A. <u>New CTE Program Development; Search & Rescue/Wilderness EMT</u>: Building on groundwork laid in Rounds 4 and 5, finalize and launch new program in Search & Rescue/Wilderness EMT. Provide \$13,000 in release time and salary driven costs for faculty or administrator to institutionalize and launch program. Provide for \$3,000 in field equipment needed for launch of the Search and Rescue/Wilderness EMT program. Provide the SB 70 office at FLC El Dorado Center with the title of the new program, launch dates, and course and enrollment information. The total allocation for staff release time, salary driven costs, and field equipment associated with the establishment of the Search and Rescue/Wilderness EMT program will not exceed \$16,000.

MOU Between LRCCD/FLC and LTCC

Page 1 of 4



- B. <u>Fire Academy:</u> Design program of study for a degree program in Fire Services/Fire Academy. Provide the SB 70 office at FLC El Dorado Center with the titles of the programs of study and any articulation agreements under development. Release time and salary driven costs associated with the creation of the Fire Academy degree shall not exceed \$2,500.00
- C. <u>Commercial Music/Digital Media Arts:</u> Create a program of study and articulation agreement with South Tahoe High School in the area of Commercial Music. Provide the SB 70 office at FLC El Dorado Center with the titles of the programs of study and any articulation agreements under development. Provide \$15,000 in release time and salary driven costs to faculty or administrator for program development. Provide up to \$2,000. For instructional equipment necessary for the development of a program in commercial music/digital media arts. Total payment to LTCC for release time, salary driven costs, and instructional equipment associated with the Commercial Music program shall not exceed \$17,000
- D. <u>Environmental Studies/Sustainability</u>: Recognizing that the Lake Tahoe area is an extremely environmentally sensitive area with a high demand for professionals educated in sustainability and geotourism, LTCC shall provide for the development of a degree and certificate program in Environmental studies which emphasizes the attributes unique to the Tahoe Basin and surrounding areas. Payment to LTCC for release time and salary driven costs associated with curriculum development in the area of Environmental Studies shall not exceed <u>\$7,500</u>.
- E. <u>Articulation</u>: Provide \$2,500 in stipends/release time and salary driven costs for expert assistance in the creation of articulation agreements and aligning curriculum between LTCC and South Tahoe High School in the program areas of Commercial Music/Digital Media, Search and Rescue/Wilderness EMT, Fire Academy, and/or Environmental Studies. Payment to LTCC for payroll costs in Articulation will not exceed \$2,500.
- F. <u>Project Director</u>: LTCC shall secure an individual who will be responsible for overseeing grant deliverables in the areas of Search & Rescue/Wilderness EMT, Fire Academy, Commercial Music/Digital Media Arts, Environmental Studies/Sustainability, as well as the development of formalized articulation agreements with South Tahoe High School. The Project Director shall coordinate project meetings and ensure budget expenditures are within the scope of SB-70 Grant VI objectives and will provide The SB70 Office at the El Dorado Center with updates and reports on ongoing projects as necessary. The total amount allocated for salary, benefits, and payroll driven costs will not exceed <u>\$7,500</u>.

MOU Between LRCCD/FLC and LTCC

Page 2 of 4

A. Invoice LRCCD/FLC according to the accounting practice outlined in Exhibit B for actual costs incurred by LTCC associated with the execution of the outlined responsibilities in Section II, paragraphs A through F. Total reimbursement to LTCC will not exceed \$53,000. LTCC will invoice LRCCD/FLC by October 31, 2014. LRCCD/FLC will encumber and/or pay actual costs incurred by LTCC by November 30, 2014.

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COLLEGE

FOLSOM LAKE

In compliance with the SB-70 Grant, LRCCD/FLC will:

- B. Approve and authorize to pay all invoices submitted by LTCC for staff release time, salary driven costs, and equipment associated with the Search and Rescue/Wilderness EMT program development and program of study development as described in Section II, Paragraph A. Staff release time, salary driven costs, and equipment will not exceed **\$16,000**.
- C. Approve and authorize to pay all invoices submitted by LTCC for faculty stipends and salary driven costs to coordinate the creation of a degree program for Fire Services/Fire Academy as outlined in Section II, Paragraph B. The amount allocated for coordination of program creation will not exceed \$2,500.
- D. Approve and authorize to pay all invoices submitted by LTCC for staff release time, salary driven costs, and equipment for the development and articulation of the Commercial Music/Digital Media program as outlined Section II, Paragraph C. The total amount allocated for meeting materials and supplies will not exceed \$17,000.
- E. Approve and authorize to pay all invoices submitted by LTCC for release time and salary driven expenses associated with the development of a curriculum and degree program in Environmental Studies/Sustainability as described in Section II, paragraph D. Release time and salary related costs will not exceed \$7,500.
- F. Approve and authorize to pay all invoices submitted by LTCC for salary and salary driven expenses associated with the procurement of an expert in Articulation to create articulation agreements as outlined in Section II, Paragraph E. Release time and salary related costs will not exceed \$2,500.
- G. Approve and authorize to pay all invoices submitted by LTCC for costs of salary, benefits, and salary driven expenses, for a Project Director as outlined in Section II, Paragraph F. The total amount allocated for the Project Director will not exceed \$7,500.
- H. Issue a Purchase Order and reimburse LTCC according to the accounting practice outlined in Exhibit B for actual costs incurred by LTCC associated with the execution of the outlined responsibilities in

MOU Between LRCCD/FLC and LTCC

Page 3 of 4

Section II, paragraphs A through F. Total reimbursement to LTCC will not exceed \$53,000. All costs incurred for which payment is requested must be submitted by invoice to LRCCD/FLC by October 31, 2014. LRCCD/FLC will encumber and/or pay all actual costs incurred by LTCC by November 30, 2014.

Section III - Authorities

LTCC and LRCCD/FLC shall separately ensure that this MOU and all requirements for approval and authorization are signed by an official who is authorized and in compliance with the SB-70 Grant IV.

LAKE

EL DORADO CENTER « RANCHO CORDOVA CENTER.

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Section IV – Funding

As the fiduciary agent administrating the SB-70 Grant, LRCCD/FLC agrees the amount being obligated under this MOU is funded, reserved and is available for payment upon terms of completion for payment under the SB-70 Grant.

Section V-Termination:

MOU may be cancelled at anytime by mutual agreement of both parties under the condition that all invoices and outstanding obligations are paid in full before termination.

Folsom Lake College Los Rios Community College District 10 College Parkway Folsom, CA 95630

Kathleen Kirklin

Vice President of Administration

Los Rios Community College District 1919 Spanos Court Sacramento, CA 95825

Date arpe

Deputy Chancellor

Lake Tahoe Community College One College Drive South Lake Tahoe, CA 96150

COLLEGE

Virginia Boyar Date Dean of Career and Technical Education& Instruction

Lake Tahoe Community College One College Drive South Lake Tahoe, CA 96150

11-18-13 Date nco

Vice President of Administrative Services

MOU Between LRCCD/FLC and LTCC

Page 4 of 4

Haney, Brenda

From: Sent: To: Cc: Subject: Attachments: Haney, Brenda Wednesday, March 12, 2014 2:30 PM Fralin, Tanya Harman, Joany RE: Requisition # 767260 Lake Tahoe Community College LTCC_REQ#_767260.pdf

Importance:

High

Hi Tanya –

I've attached a copy of correspondence Vivian and I had in February. She requested BPO From/To Dates to add to the Line Description.

For this FY BPO Period is Nov 1, 2013 – June 30, 2014 for this MOU. This can be added to PO Line Description. Yes - PO should be forward for approval and dispatched to vendor.

Thank you,

Brenda Haney

Business Services Folsom Lake College | 10 College Parkway | Folsom, CA 95630 916.608.6635 | M haneyb@flc.losrios.edu

From: Fralin, Tanya
Sent: Wednesday, March 12, 2014 12:31 PM
To: Haney, Brenda
Cc: Harman, Joany
Subject: Requisition # 767260 Lake Tahoe Community College

Good Morning Brenda,

Have you completed your research (please see attached email) in reference to the above requisition and the MOU between LRCCD/FLC and LTCC? We have the purchase order on hold and it has not been signed. Please let me know if we should proceed with obtaining the signature and distribution of the purchase order.

Thank you,

Tanya Fralin

Senior Buyer/Contract Specialist Los Rios Community College District General Services, Purchasing Department 1919 Spanos Court Sacramento, CA 95825 Phone: 916/568-3077 Fax: 916/568-3145

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Poon, Vivian

From: Sent: To: Subject: Attachments: Poon, Vivian Wednesday, February 05, 2014 10:55 AM Haney, Brenda B114686 - LAKE TAHOE COMMUNITY COLLEGE REQ 767260 DOC020514-02052014104702.pdf

Please see enclosed, thanks!

From: Haney, Brenda Sent: Wednesday, February 05, 2014 10:46 AM To: Poon, Vivian Subject: RE: B114686 - LAKE TAHOE COMMUNITY COLLEGE REQ 767260 Importance: High

Vivian - This REQ was not submitted by BSO – please email me copies on all documents, so I can research and obtain the information requested.

Thank you, Brenda Haney Business Services Folsom Lake College | 10 College Parkway | Folsom, CA 95630 (916.608.6635 | * <u>haneyb@flc.losrios.edu</u>

From: Poon, Vivian Sent: Wednesday, February 05, 2014 10:43 AM To: Haney, Brenda Subject: B114686 - LAKE TAHOE COMMUNITY COLLEGE REQ 767260

NO

Please specify BPO period, thanks!

Hems over

\$2.00.00 on 10PO.