

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

15/16 COMPL

**PURCHASE ORDER NO 0001082098**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
06/11/2015		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1006884 DIXONM GALLARZOC	04DOGH121 MATRIC	

**Vendor:** 0000035705  
 PLAID ZEBRA FILMS  
 2110 K STREET  
 SACRAMENTO CA 95816

**Phone:** (916) 467-2504

**email:** joel@plaidzebrafilms.com

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

**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	SERVICE AGREEMENT 45450 50% DEPOSIT FOR FLC SOCIAL BELONGINGS VIDEO FOR PSYCHOLOGY DEPARTMENT	1.00	JOB	2,100.00	2,100.00	06/11/2015
	2- 1	SERVICE AGREEMENT 45450 50% BALANCE DUE POST PRODUCTION COST FOR FLC SOCIAL BELONGINGS VIDEO FOR PSYCHOLOGY DEPARTMENT	1.00	JOB	2,100.00	2,100.00	06/11/2015

Revised 1070953 10/8/15

FOR SERVICE FROM 04/15/15 THRU 05/20/15

PAY INVOICE 0032 WITH LINE 1  
 CONTRACTOR WILL INVOICE FOR LINE 2 UPON COMPLETION OF SERVICE

Sub Total Amount	4,200.00
Sales Tax Amount	0.00
Total PO Amount	4,200.00

10/8 INV# 0164 Revised by Email - sent to AOPS B/W  
 AOPS confirmation Revised Pmt Sched 10/8/15 c/c Reen.

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VS.MATR	63200	00000	598A	4,200.00	2015


\$4200-  
 C/C #94-7224  
**PAID**  
 10/8/15

0001006884KIRKLINK10-JUN-2015

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  
  
 10/13/15

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.

## Change Order Request

*Submitted 7/17/15*

PO # 0001082098      Request Date: 7/17/15      College/Dept: FLC

Vendor Name PLAID ZEBRA

Change PO Comments To:

SERVICE AGREEMENT# 45450 FOR SERVICES FROM 07/17/15 THRU 11/01/15  
Revised SA# 45450 Attached. Requested by David Williams – Email 7/17/15.

Email PO/Change Order to: Plaid Zebra Attn:  
Joel Dockendorf at [joel@plaidzebrafilms.com](mailto:joel@plaidzebrafilms.com) and Tyler Shaffo at [tyler@plaidzebrafilms.com](mailto:tyler@plaidzebrafilms.com)

## 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.

# Requisition

**Vendor:** PLAID ZEBRA FILMS  
 2110 K STREET  
 SACRAMENTO CA 95816  
 United States

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

<b>Business Unit:</b> GENFD OPEN	
Req ID: 0001006884	Date: 06/09/2015
Requester: Melanie Dixon	Bldg#: MATRIC
Requester Signature	
Buyer: Christina Gallarzo	
Approved:	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	50% DEPOSIT FOR FLC SOCIAL BELONGINGS VIDEO FOR PSYCHOLOGY DEPARTMENT. INVOICE #00032 DATED 3/16/15	1	JOB	2,100.00	2,100.00	06/23/2015
2-1	50% BALANCE DUE POST PRODUCTION COST FOR FLC SOCIAL BELONGINGS VIDEO FOR PSYCHOLOGY DEPARTMENT. VENDOR TO INVOICE UPON COMPLETION	1	JOB	2,100.00	2,100.00	06/23/2015

Total Requisition Amount: 4,200.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	12	FL.VS.MATR	63200	00000	598A	4,200.00

**Purchases Charged to Catagorical Programs, Grants or Special Project.**

This purchase is in compliance with the requirement of Student Equity

For grants/special projects 598A

Psyc Dept. Social Belongings Video

Name: x Melanie Dixon

Approval Signature	Approval Signature	Approval Signature
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Pending Comparative Quotes

ONL/REQ0001006884

# Los Rios Community College District

## Requisition

Page 1 of 1

Req. No. <u>808399</u>
P.O. NO.

Vendor Code <b>1369</b>	DATE <u>04/15/15</u>	VENDOR <u>PLAID ZEBRA FILMS</u>
Approved by / Date	ADDRESS <u>2110 K STREET</u>	
Reviewed by / Date	CITY <u>SACRAMENTO</u>	STATE <u>CA</u> ZIP <u>95818</u>
Dispatched Method / Date	E-MAIL	PHONE <u>916-467-2504</u> FAX

DELIVERY INSTRUCTIONS	
<b>04DOGH121</b>	
FLC	Department Building Location PSYCH
04SBSH	College/District Location Department ASAP
Division	Date Required

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	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	RETAINER DEPOSIT FOR ASSESSMENT TEST VIDEO	NA	NA	NA	2100.00
2	INVOICE #00032 DATED 03/16/2015				
3					
4	Balance : Post production cost for FLC Social Belongings Video				2100.00
5	Psychology Department				
6					
7					
8					
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects	STUDENT EQUITY	SalesTax
This purchase is in compliance with the requirements of _____		
Program Director/Coordinator Signature <i>[Signature]</i>	Program Name <u>598A</u>	Total 4200.00
Program Goal/Objective Number/Explanation	Project/Grant Number	

I hereby certify the items/services listed above shall be obtained in accordance with District Policy, Conflict of Interest Code, P-8611, and all other applicable district, state and federal policies, rules, regulations and laws.

REQUESTED BY: SEAN FARRON TYPED/PRINT DATE 4-16-15

REQUESTED BY: *[Signature]* SIGNATURE DATE 4/21/15

AUTHORIZED: *[Signature]* DEAN OR AUTHORIZED SIGNATURE DATE 4-16-15

APPROVED: *[Signature]* VICE PRESIDENT, ADMINISTRATION DATE 5/2/15

GENFD / 5100 / 12 / FL.VS.MATR
Bus. Unit Account *Fund Org
<del>64200</del> / 00000 / 2015 / 598A \$ 4200.00
Program Sub-Class BY Proj/Grnt Amount
/ / / /
Bus. Unit Account *Fund Org
/ / / / \$
Program Sub-Class BY Proj/Grnt Amount
/ / / /

\* Asset Location - Equipment purchases over \$200 (Accts: 6480, 6490, 6491, 6493, 6495) complete the area below indicating the final assigned location of equipment.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_

Building \_\_\_\_\_ Room No. \_\_\_\_\_



LOS RIOS COMMUNITY COLLEGE DISTRICT  
SERVICE AGREEMENT

VENDOR ~~12~~ 35705

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

No. 45450

Attachment to Purchase Order No. 808399

This Agreement entered this 15<sup>TH</sup> day of APRIL by and between the Los Rios Community College District (District) and  
(CONTRACTOR), PLAID ZEBRA FILMS CONTRACTOR No. - Social Security No. -

Business Name (if different) - FIN No. 46-2081544

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

Telephone No. 916-467-2504 (SSN or FIN No. must be provided for payment)

Address 2110 K STREET City and State Zip SACRAMENTO, CA

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) 4-15-15 to (date) 5-20-15. 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 \$ 4200.00, 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% RETAINOR / 50% ON DELIVERY. Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

3. **Termination.** The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

4. **Integration, Amendments.** This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: PLAID ZEBRA FILMS STATEMENT OF WORK (ATTACHED). All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

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

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

Name of CONTRACTOR (Printed) Joel Dockendorf Plaid Zebra Films

Signature of CONTRACTOR [Signature]

Date 4/20/15

Requisition # 808399

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



**LOS RIOS COMMUNITY COLLEGE DISTRICT**

1919 Spanos Court, Sacramento, CA 95825

Phone (916) 568-3071 FAX (916) 568-3145

Purchasing Department

lrccdpurchase@losrios.edu



Sacramento City College

American River College

Cosumnes River College

Folsom Lake College

**CONFLICT OF INTEREST STATEMENT**

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

*(Pursuant to District Regulation R-8323 and District Policy P-8611*

*This form must be signed and submitted with the Purchase Requisition (GS Form 127) for those transactions listed below.)*

❖ Sole Source

❖ Professional Service Agreements

❖ Service Agreements (GS Form 78: Rev. 2/2012)

❖ Selection Committee Recommendations  
(formal process)

**READ CAREFULLY BEFORE SIGNING:**

*Sutton 4/21/16*

Employee/Date

*808399*

Requisition Number

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

**OFFICIAL USE ONLY:**

PURCHASE ORDER#	
BUYER/DATE:	



**LOS RIOS COMMUNITY COLLEGE DISTRICT  
INDEPENDENT CONTRACTOR 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.

- |                                                                                                                                                                                             | Y                                   | N                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 1. Has this person ever been employed by the District? If so, please explain when and in what capacity <u>2014-2016 Academic Year</u>                                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 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"/>            | <input checked="" type="checkbox"/> |
| 3. Will the District exercise any control, direction or supervision of the contractor? If so, please explain _____                                                                          | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

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 checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 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.) <u>2013-2014 2014-2015</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. Can the contractor quit for any reason other than the District's breach of contract?                                                                                                                                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract?                                                                                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

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:<br>Less than 25%- _____ Between 25% & 50% _____ Over 50 % _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.?                                                                                                                                                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 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"/> | <input type="checkbox"/> |
| 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"/> | <input type="checkbox"/> |

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: [Signature] Date: 4-15-15



LOS RIOS COMMUNITY COLLEGE DISTRICT  
Service Agreement Certification Form

Requisition No 908399  
Description of Services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. The contract does not cause the displacement of District employees.                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. The savings must be large enough that market fluctuations will not tip the balance.                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. The amount of savings must clearly justify the size and duration of the contract.                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. The contract must be publicly bid.                                                                                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions.    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. There is minimal risk of contractor rate increases.                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 9. The contract is with a firm.                                                                                                        | <input checked="" 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 checked="" 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: 4-15-15



PLAIDZEBRAFILMS.COM  
2110 K STREET  
SACRAMENTO, CA 95818  
TEL: 916.467.2504

INVOICE #0032

INVOICE

**TO:** FOLSOM LAKE COLLEGE

Contact: Dr. Sean Fannon

**FOR:** SOCIAL BELONGING VIDEOS - PSYCHOLOGY DEPT

Date: 3.16.2015

**DESCRIPTION:**

**AMOUNT:**

Retainer Deposit for <del>Assessment Test</del> Video <i>Psychology</i>	\$2100
<b>TOTAL:</b>	<b>\$2100</b>

**PAYMENT DETAILS:**

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

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



## FOLSOM LAKE COLLEGE - PSYCHOLOGY

Date: 3.16.2015

### BACKGROUND

Since 2004, Folsom Lake College has provided exceptional educational opportunities to the communities of eastern Sacramento and western El Dorado counties. The college serves approximately 8,200 students at the main Folsom campus, El Dorado Center, and Rancho Cordova Center.

The psychology department is undertaking a study to elucidate the factors that lead to student success. Social belonging is considered to be a chief factor in retention and happiness within the Folsom Lake College program. Addressing these concerns is key to narrowing the achievement gap.

### OVERVIEW

Folsom Lake College has the objective of creating a video that functions as test and control of an experiment in Social Belonging Intervention. The "Treatment" edit of the video will create feelings of empathy and inclusion with the audience while the "Control" edit of the video will provide basic information about campus amenities.

Plaid Zebra Films is uniquely suited to create these divergent video stories. Using our combination of cinematic filmmaking and story-focused editing, Plaid Zebra can create separate edits of a video that will be informative and encouraging to students.

### TIMELINE AND DELIVERABLES:

The delivered product for this project will be two different edits of a film that informs students about campus amenities.

The completion date for this project is May 20th 2015.

**PROJECT SCOPE / PROJECT ELEMENTS**

**PRE - PRODUCTION** **\$1,000**

- Video planning session with FLC and Plaid Zebra
- Site inspections and shot location review with respective talent
- Screen test potential students for the peer interviewee position
- Project management and client Q&A for 9 weeks
- Create film shot list
- Drafting interview questions

**PRODUCTION** **\$1,100**

- Director and Cinematographer
- 2 days of interview production
- 2 days of story-based b-roll

**POST PRODUCTION** **\$2,100**

- Catalog video for edit
- 40 hours of video editing
- 2 Seperate deliverable edits
- Two rounds of edit changes with client
- License music for online distribution of video
- Addition of logos - to be provided by FLC
- Video hosting provided in digital HD download for website use

**TOTAL** **\$4,200**



**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 10% per month from the due date until the amount is paid.

STATEMENT OF WORK

**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.

\_\_\_\_\_  
Clients's Acceptance 1 (authorized representative of the company)      Date

\_\_\_\_\_  
Clients's Acceptance 2 (authorized representative of the company)      Date

\_\_\_\_\_  
Company Name

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



**B43Productions**  
Proposal  
for Folsom Lake College  
Videos

**SERVICES:**

- Create two 3-4 minute videos ("treatment" and "controlled") for use in Social Belonging Intervention experiment.

**EXPECTED EXPENSES:**

- Video Interviews/B-roll: 2 days = \$2000
- Producing/Scripting: 2 days = \$2000
- Editing videos: 3 days = \$3000

**TOTAL EXPENSES: \$7000**

X \_\_\_\_\_

David Williams, Ph.D.  
**Folsom Lake College**

X \_\_\_\_\_

Rebecca Leroux  
**B43Productions**

**Rates:**

4 hours <= .5 day

4 hours >= 1 day

Shooting/Editing/Producing: \$125/hr

*Please note: This proposal is an estimate of charges.  
Editing/Shooting/Producing are subject to change depending on circumstances.  
Payment is due within 30 days of product completion.*

*This proposal is based on Folsom Lake College successfully scheduling all interviews to be completed in one 8-hour day, as well as scheduling b-roll in one additional 8-hour day. Additional costs will apply if all shooting is not completed in two days. FLC is responsible for choosing and pre-interviewing students and faculty to be included in video. FLC is responsible for drafting interview questions and coming up with basis for script (if used). After B43Productions provides FLC with completed projects, FLC may submit two separate rounds of edits per video. FLC will provide B43Productions with appropriate logos. B43Productions will host both videos as well as provide an opportunity for FLC to choose appropriate music to be used in production of video.*







For more information  
Give us a call at (916) 538-1320

An estimate for  
**FOLSOM LAKE COLLEGE**

*Videos for Psychology Study*

Prices valid for 90 days from May 27, 2015

**PREPARED FOR DAVID WILLIAMS**

WEDNESDAY, MAY 27, 2015

6 PAGES

**PRESENTED BY STEVENSON MEDIA**

5050 LAGUNA BLVD SUITE 112-528

ELK GROVE, CA 95758



# STATEMENT OF WORK

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## Summary of Work

We will film and edit two videos to serve as components of the FLC psychology department study. The content will include interviews of students and visuals of Folsom Lake College. From this footage, we will edit a "Treatment" video which will create feelings of empathy and inclusion with the audience while the "Control" video will provide basic information about campus amenities.

## Deliverables

Videos will be delivered to you electronically via web server as a digital file.

Deliverables	Delivered by
Script Outlines, Shot List, Interview Questions	Aug 28, 2015
Filming of Interviews and Visuals	TBD in September
2 Draft Edits	Sep 25, 2015
2 Refined Edits	Oct 2, 2015
2 Final Edits (compressed QuickTime 1080p Movie with transcription)	Oct 9, 2015

## Music Licenses & Usage

Music Licenses will allow for non-commercial online distribution in perpetuity and DVD duplication under 1,000 copies. TV, Radio, or Broadcast Advertising require an additional Extended License.

## Payment Terms

Payment is due in full on project completion. Sales tax does not apply to the cost for our services since the final products are delivered as digital files by email or download.

# COST ESTIMATE

If during the project you request for additional services that are not included below, we can provide an updated estimate to be agreed to by both parties. Any quotes for additional services on this project will be based on our attached rate sheet.

## Pre-Production

<i>MEETINGS</i>	1 planning session with Client	2 hrs	\$160
<i>SCOUTING</i>	Location review for half-day	1 half-day	\$360
<i>SCRIPT</i>	Develop outline, shot list, and interview questions	4 hrs	\$320
<b>TOTAL PRE-PRODUCTION COST</b>			<b>\$840</b>

## Filming

<i>INTERVIEWS</i>	Filming student interviews at Folsom Lake College	1 full-day	\$1,200
<i>VISUALS</i>	B-roll footage at Folsom Lake College	1 half-day	\$720
<b>TOTAL FILMING COST</b>			<b>\$1,920</b>

## Post-Production for "Treatment" Video

<i>EDITING</i>	Video Editing, Color Correction, Audio Sweetening	16 hrs	\$1,280
<i>MUSIC</i>	License production music for online distribution	3 tracks	\$120
<i>MOTION GRAPHICS</i>	Basic Titles, lower-thirds, and logos	3 hrs	\$240
<i>FILE DELIVERY</i>	Transcript & QuickTime 1080p digital file download	1 hr	\$80
<b>POST-PRODUCTION COST</b>			<b>\$1,720</b>

## Post-Production for "Control" Video

<i>EDITING</i>	Video Editing, Color, Audio Sweetening	10 hrs	\$800
<i>MUSIC</i>	License production music for online distribution	3 tracks	\$120
<i>FILE DELIVERY</i>	Transcript & QuickTime 1080p digital file download	1 hr	\$80
<b>POST-PRODUCTION COST</b>			<b>\$1,000</b>

## Project Totals

Pre-Production	Production	Post-Production	Total Project Cost
\$840	\$1,920	\$2,720	\$5,480



# VIDEO PRODUCTION PROCESS

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## Pre-Production

### Define Your Message

The first step will be to have a planning session with your project team about your desired message and style. After this, you will provide us a rough outline of what messages you want conveyed and any actions you want your audience to take.

### Develop Script & Interview Questions

Then we will develop a script which will guide how we craft the final video in terms of sequence, structure, and graphics. For unscripted content such as testimonials and interviews, it will be important to have a framework of questions to be asked during the interview process since authentic answers can't be scripted word for word.

### Filming preparation

Once we have approval of the script and interview questions, the coordinating producer will begin planning the filming schedule. They will arrange with you, the production team, and the interviewees to find the best days and locations for filming.

## Production

### Filming

All interviews and footage will be filmed on-location. The production team generally consists of 2 to 4 people that handle the roles of field producer, audio technician, and videographer.

As the client, you will not be required to be present on the day of filming. What will be helpful is to have an open line of communication in order to help facilitate any questions or concerns that might arise.

# Post-Production

## **Draft Edit**

The post-production process starts with reviewing the footage and editing the interviews to create a draft edit. We will select appropriate music to match the theme of the project and drive the narrative forward.

## **Initial Client Review**

We will present the first draft edit of the video without effects or titles. You will review the video online or in-person and will have an opportunity to comment and provide input on the interview choices, visuals, and music selections.

## **Refined Edit**

At this stage, we will take your suggested adjustments and create a refined edit of the video. We will make adjustments to the footage that may include color corrections and audio sweetening. We will also finish editing the video with all music, footage, and graphics in place.

## **Final Client Review**

You will review the final video online and will have an opportunity to comment and request simple changes or corrections at that time.

## **Final Edit & Delivery**

Once the video is approved by the project lead, we will then purchase the music licenses and export your video. You will be sent an email with a link to download a digital file of your video that can be played from a computer or uploaded to a video hosting service like YouTube. At this point we will also provide a transcript of the video for closed captioning.



# 2015 RATE SHEET

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## Pre-Production

### HOURLY RATES

**\$40 per hour** for scheduling, research and filming coordination

**\$80 per hour** for script writing and art direction

### SCOUTING DAY RATES

**\$360 per half-day** scouting on-location for up to 3 hours

**\$600 per full-day** scouting on-location for up to 6 hours

## Production

Our production day rates include both an on-set producer and videographer complete with multiple HD cameras, lighting, tripods, and audio gear. It also covers equipment preparation and importing footage after each day's shoot.

### FILMING DAY RATES

**\$720 per half-day** filming up to 3 hours on-location

**\$1200 per full-day** filming up to 6 hours on-location

## Post-Production

### HOURLY RATES

**\$80 per hour** for video editing, motion graphics, music research & file delivery

*Rates effective through December 31, 2015*