

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001098317

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

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
04/19/2018		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1011663 QUINTELL M	04VAPA	

**Supplier:** 0000040349  
 EDUCATIONAL PERFORMANCE TOURS  
 199 3RD ST  
 STATEN ISLAND NY 10306

**Phone:** (800) 972-6813  
**Fax:** (718) 351-3358

**email:** eptmail@yahoo.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	AIR FOR 20 INDIVIDUALS	20.00	EA	500.00	10,000.00	04/19/2018
2- 1	DANCE PERFORMANCE TICKETS	20.00	EA	105.80	2,116.00	04/19/2018
3- 1	1 OPEN DANCE CLASS	20.00	EA	19.20	384.00	04/19/2018

PLEASE SET UP AS TWO WAY MATCH AND PREPAY INVOICE -  
 REQUEST REVOLVING CHECK WITH OVERNIGHT MAILING  
 PLEASE RUSH - VENDOR WILL NOT ORDER TICKETS UNTIL PAYMENT IS RECEIVED.  
 REF: TRAVEL T16399 DEBRA WORTH NYC DANCE TOUR - COPIES ATTACHED

Sub Total Amount	12,500.00
Sales Tax Amount	0.00
Total PO Amount	12,500.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5200	12	FL.VS.EQTY	63000	00000	598C	12,500.00	2018

0001011663KIRKLINK19-APR-2018

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

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.

Requisition

**RUSH REQUEST / PRE-PAY**

**Supplier:** MISCELLANEOUS 0000003680  
 \*\*\*\*\*  
 \*\*\*\*\* CA 95825  
 United States

**email:**

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

<b>Business Unit:</b>		<b>GENFD</b>	<b>OPEN</b>
Req ID:	Date	Page	
0001011663	04/12/2018	1	
Requisition Name:			
EDU PERF TOURS T116399_NYC			
Requester		Bldg#	
Melonie Quintell		VAPA	
Requester Signature			
Buyer: Nicholas Shewmaker			
Approved:			
Entered By: QUINTELM 12-APR-2018			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
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3-1	1 OPEN DANCE CLASS	20	EA	19.20	384.00	04/19/2018

Total Requisition Amount: 12,500.00

PLEASE SET UP AS TWO WAY MATCH AND PREPAY INVOICE -  
 REQUEST REVOLVING CHECK WITH OVERNIGHT MAILING  
 PLEASE RUSH - VENDOR WILL NOT ORDER TICKETS UNTIL PAYMENT IS RECEIVED.  
 REF: TRAVEL T16399 DEBRA WORTH NYC DANCE TOUR - COPIES ATTACHED

<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	5200	12	FL.VS.EQTY	63000	00000	598C	12,500.00

<p><b>Purchases Charged to Catagorical Programs, Grants or Special Project.</b></p> <p>This purchase is in compliance with the requirement of _____</p> <p>For grants/special projects _____</p> <p>_____</p> <p>Name: _____</p>
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<b>Approval Signature</b>	<b>Approval Signature</b>	<b>Approval Signature</b>
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# Requisition

**Supplier:** MISCELLANEOUS  
\*\*\*\*\*  
\*\*\*\*\* CA 95825  
United States

0000003680

<b>Business Unit:</b> GENFD OPEN	
Req ID: 0001011663	Date: 04/12/2018
Page 1	
Requisition Name: EPT - NYC DANCE TOUR - WORTH	
Requester: Melonie Quintell	Bldg#: VAPA
Requester Signature	
Buyer: Nicholas Shewmaker	
Approved:	
Entered By: QUINTELM 12-APR-2018	

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

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GENFD	5200	12	FL.VS.EQTY	63000	00000	598C	12,500.00

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

This purchase is in compliance with the requirement of student equity

For grants/special projects 598C

Name: Maly Senecal

<b>Approval Signature</b> 	<b>Approval Signature</b> 	<b>Approval Signature</b>
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## EQUITY I N V O I C E

<b>Date:</b>	April 09, 2018
<b>EQUITY</b>	Educational Programming for MOSAIC Dance Co.'s NYC Tour
<b>Director:</b>	Debra Worth, Professor of Dance & Anthropology
<b>Group:</b>	Folsom Lake College's MOSAIC Dance Company
<b>Address:</b>	10 College Parkway Folsom Lake, CA 95630

**NEW YORK CITY DANCE TOUR - 5/28/2018 - 6/2/2018 (Monday - Saturday)**

Date	Description	Charges	Credits	Balance
<b>04/09/18</b>	Flights 20 Pax X \$500.00 per person	\$10,000.00		
	Dance Performance Tkts \$105.80 x 20	\$2,116.00		
	1 Open Dance Class X 20 Dancers	\$384.00		
	<b>T O T A L S</b>	<b>\$12,500.00</b>	<b>\$0.00</b>	<b>\$12,500.00</b>

PAYMENTS DUE AS FOLLOWS:	
04/20/2018	\$12,500.00

Please Make Payment Payable To: **Educational Performance Tours, LLC**

Please Remit Payment to:  
**Educational Performance Tours, LLC**  
 199 Third Street  
 Staten Island, NY 10306  
 ATTN: Ellen Birch, Tour Director

LOS RIOS COMMUNITY COLLEGE DISTRICT TRAVEL AUTHORIZATION AND REIMBURSEMENT CLAIM

(Note: Read Instructions on back of set before completing)

Please check box where payment is to be sent:

- ARC, FLC, D.O., EWC, CRC, SCC, FM

T-116399

Employee Name Debra Worth ID# 0454830

Conference Sponsor Name of Organization

Conference/Activity Dance 440: Mosaic Dance Co.

Destination New York Dance Tour

Budget No. 1: GENFD 5200 / 12 / FLVS / ECTY 103000 / 100000 / 598C 12,500.00

Budget No. 2: BANFL 5200 / 17 / FLVS / LIFE 15600 / 15000 / 1500A 860.00

PART I - Request to Attend

PART III - Request for Reimbursement

Inclusive dates of travel:

From 5/28/18 to 6/2/18

To be completed no later than 3 days after return from authorized travel.

\* Indicates original receipts required - enter all claimable costs incurred, including prepaid amounts.

Estimated Expenses: A. Transportation (Estimate cost of air fare) \$10,000.00

From Date Time To Date Time

A. Transportation Alr fare, Bus, Other, Prepaid to travel agency, Private Vehicle

The undersigned certifies that the vehicle he/she uses for Los Rios Community College District business carries the legal minimum insurance required by law.

B. Lodging\* Name of Hotel/Motel, days @ \$ day

B. Lodging\* (Single occupancy rate only/exclude phone calls & other costs)

C. Registration/Conference Fee\* (check one) incl. certain meal(s) excl. meal(s)

C. Registration Fee (check one) Prepaid by DO/College No Prepayment

D. Meals x 20 participants Breakfast \$10.00 Lunch Dinner

Table with columns: Date, Breakfast, Lunch, Dinner, Total

E. Other (describe)\* MetroCards 33.00, DANCE CLASS 2500.00

Total Meals \$

F. Incidental Expenses Ball tickets

E. Other Expenses\* (Parking fees, bridge toll, business phone call, Wi-Fi, and other business related expenses)

Total Estimated Expenses \$13,360.00 Maximum Allowance, if applicable

F. Incidental Expenses - not to exceed \$5/day (Tips, personal phone call, and other misc. travel expenses)

Travel charged to Categorical Programs, Grants or Special Projects: Student equip

G. Total Expenses (A - F)

Total Expenses (lesser of Max. Allowance or Total Expenses) Less Amount(s) Prepaid Subtotal Less Cash Advance (Part II) Total Requested for Reimbursement

Approval signatures and dates: Area Dean/Supervisor, Vice President, Administration, President/Designee or Chancellor

Certification/Approval I certify that the above claim is an accurate accounting of expenses incurred which does not exceed the allowances provided per Regulation 8341, and complies with District insurance requirements.

PART II - Request for Cash Advance/Prepaid Expense

Budget 2 A. Employee Cash Advance GENFD / 9161 / 11 \$ 860.00

Budget 1 B. Registration (Payee) EPT \$ 0

Budget No. 1: \$ Budget No. 2: \$

Approval Kathleen Furlin Vice President, Administration

Claimant's Signature, Date, Approved, Area Dean/Supervisor, Vice President, Administration

PART IV Vendor I.D.

Enter allocation of Subtotal (PART III.G.) above

Budget No. 1: \$ Amount Budget No. 2: \$ Amount

D.O. Use: GENFD / 9161 / 11 \$ Amount



MOSAIC DANCE COMPANY  
 NYC TOUR 2018  
 Updated 11/27/2017

Day	Time	Activity
Thursday, May 24	8 -10 PM	Mandatory Dress Rehearsal at EDDA South
		MOSAIC Admin Mtg: Itinerary finalization, Room Assignments, Carry Costumes (not in checked luggage)
Monday, May 28	CA/NY	Flight to NYC
		Welcome to the Big Apple!
		Transportation to the hotel on your own: Check into The Salisbury Hotel 123 West 57th Street (between 6th & 7th) New York City, NY 10019
	3:00 PM	Regularly scheduled Check-in begins at 3:00pm, Early check-in does not guarantee availability. Rooms will be released as they become available.
	6:00 PM	Meet in Lobby @ 6pm
		<b>Orientation:</b> Room leaders exchange cell #'s, who's doing bed checks, safety info (buddy system, Discard envelope w/ room #, Review next day schedule), Suggested daily budget for food: \$50 per day, per person .
		FREE TIME to Explore the Big Apple / Dinner on your own
	9:00 PM	Rockerfellar Center Admission to 'Top of the Rock' (included) Address: 45 Rockerfellar Center, NYC
Tuesday, May 29	8:00 AM	Breakfast on your own! (Wear dance clothes to breakfast, bring dance bags)
	10:00 AM	1 Open Class at Broadway Dance Center (included) Address: 322-W 45th-St, New-York, NY-10036, Phone: (212) 582-9304
		Lunch on your own
	1:00 PM	1 Open Class at Broadway Dance Center (included)
		Dinner on Your own and FREE TIME to explore Times Square!
Wednesday, May 30	7:00 AM	Breakfast on your own (Try Morning Star Café!) (Bring all costumes, dance bag)
	10:00 AM	Performance at Isabella Care Center, Call:10am/ Show: ____ Address: 515 Audubon Avenue, New York, NY 10040
Check that all are open Wednesday!		Central Park Walking Tour with Miss Debi: Natural History Museum/Guggenheim/The Met (Entrance Fees not included)
		Dinner on your own (try Tavern on the Green!)
		FREE TIME for evening dance classes
Thursday, May 31		Breakfast on your own
	7:00 AM	"Today Show" at Rockefeller Center (Bring Posters & come in Company Outfit) 45 RockEfeller Plaza, NY,NY 10020
	9:00 AM	FREE TIME (suggestion: Statue of Liberty Bay Cruise)
		Lunch on your own
	1:00 PM	Radio City Music Hall Backstage Tour (included)
		FREE TIME to Explore the Big Apple to it's core!
		Dinner on your own
	8:00 PM	Broadway Show : To be determined (included)
	11:00 PM	MOSAIC Group Photo Opportunity - Times Square

Transaction # 07

# Certificate of Insurance Travel Agents and Tour Operators Professional Liability Insurance



UNDERWRITTEN BY  
Steadfast Insurance Company

This is to certify that the insurance policies specified below have been issued by Steadfast Insurance Company to the insured named herein and that, subject to their provisions, exclusions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured as stated.

Named Insured: Educational Performance Tours, LLC

Address: 199 3rd Street  
Staten Island, NY 10306

Location of Operations: Worldwide

Type of Work Covered: Travel Agency and Tour Operations

Policy Number : EOL9474190-08	
Policy Period: From: 09/01/2017 To: 09/01/2018	
12:01 A.M.; standard time at the address of the named insured as stated herein.	
Coverages:	Limits of Liability
A. Bodily Injury and Property Damage (except automobile)	Each Occurrence \$2,000,000
B. Bodily Injury and Property Damage Automobile (except owned automobile)	Each Occurrence Not Applicable
C. Professional Liability	Each Negligent Act or Negligent Omission \$2,000,000
D. Personal Injury	Each Offense \$2,000,000
General Aggregate Limit	\$2,000,000
Fire Legal Liability (if applicable)	Any One Fire \$50,000

Effective Date: April 4, 2018

This Certificate Issued To:

Los Rios Community College District, its trustees, officers, employees, agents, inspectors, project managers, consultants, sub consultants, employees, and students  
1919 Spanos Court  
Sacramento, CA 95825

Print Date: April 4, 2018

Countersignature:  
(if required by law)

Steadfast Insurance Company  
  
Authorized Representative

As of the effective date noted above, certificate holder is included as an additional insured but only with respect to the operations of the Named Insured in connection with the travel and/or tour services provided.



**TRAVEL AGENT AGREEMENT**

THIS AGREEMENT made and entered into this 4/18/18  
by and between Los Rios Community College District (hereinafter referred to as "District") and Educational Performance <sup>TOWNS</sup> (hereinafter referred to as "Agency")  
is for the purpose of providing travel arrangements for Course No. Dance # 442; Course Code: (16467)  
Title: Performing and Touring Group; MOSAIC Dance Company Level III.  
Destination: NEW YORK, NY Date(s): May 28 - June 2, 2018  
Total Cost to each participant: \$ 1275.50

In accordance with the Los Rios Community College District Policy and Regulation P-1511 and R-1511, travel study courses may be offered through Community Services only or on a college credit basis. This course is being offered ( ) for credit, or ( ) as a community service program with no college credit. (Check one)

**FEES & COMMISSIONS**

Agency agrees to pay District 0 based on revenue generated.  
Other fees are 0

**DISTRICT RESPONSIBILITY**

For instructional related trips, District shall arrange and provide all instructional services, including but not limited to, appropriate announcements, course description, prerequisites, student selection and registration, pre-trip student orientation, lectures (by staff and/or guests), student supervision and evaluation. Compensation to District staff is the responsibility of District and charge for District personnel shall be invoiced to District.

**AGENCY RESPONSIBILITY**

Agency shall be responsible for all transportation, lodging and meals as described in the agency itinerary, which shall be prepared and submitted to District for approval and acceptance as an attachment to this Agreement.

Agency shall collect all charges for participants, and deposit them in a trust account according to the Business and Professions Code Section 17540-17540.13 subject to refund as specified in the itinerary or other promotional literature provided to and approved by the District. Agency may prepare and provide, at its own expense, additional promotional material only after approved by District.

Agency shall provide District, three months prior to departure a roster of all participants showing name, address, emergency contact and address, status (staff, student, etc.).

Agency shall not make the tour package available to non-students except under conditions specified in the itinerary and approved by District.

Agency shall follow all deadlines, rules, and procedures specified in the District's Policies and Regulations for travel. Failure to comply with the policies and/or Regulations shall, in the sole discretion of the District, be grounds for the District to terminate this Agreement.

## **INDEMNIFICATION**

Agency shall protect, hold harmless, indemnify, and defend District, its officers, directors, employees, volunteers, students, and agents, from any and all liability resulting from injury or death of any person or damage to property of any kind arising out of or in connection with the performance of this Agreement, except for liability arising from the sole negligence or willful misconduct of District.

## **INSURANCE**

At least four months prior to the departure date for the trip, Agency shall procure and provide proof to the District of travel accident/illness policy with minimum limits of \$2,500 medical expense, and \$5,000 accidental death for all participants. The premium may be included in the tour charges. Higher limits and other trip insurance may be made available at the option of the Agency and the participants.

At least four months prior to the departure date for the trip, Agency shall procure Comprehensive General and Business Automobile Liability policies. Commercial General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001. Automobile Liability for "Any Auto" with minimum limits of \$1,000,000 combined single limits per accident for bodily injury and property damage. Agency shall maintain this insurance in full force for the duration of the trip. If the itinerary extends beyond the Continental United States, policies shall be endorsed to provide world-wide coverage including coverage for lawsuits brought in foreign courts. At least four months prior to the departure date for the trip, Agency shall provide a Certificate of Insurance of the foregoing, naming the District as additional insured, with a 30 day notice of cancellation.

As of the time this Agreement is signed, Agency certifies it has Travel Agents' Errors and Omissions coverage at limits not less than \$1,000,000 per claim with an extended discovery period for two years following the termination of the trip to which this Agreement pertains. Agency shall attach proof of this insurance to this Agreement when it signs this Agreement, and return the Agreement to the District.

Insurance Certificate (s) identifying the above noted coverages must be provided to the District's General Services Department (and approved by General Services) prior to the Agency collecting any fees from the District or any participants.

## **TERM**

This Agreement shall be in effect from the date of signature by Agency and District until completion of the field trip/excursion unless otherwise specified in the itinerary. Agency and District may cancel no later than 45 days prior to departure, if lacking the minimum number of participants specified in the itinerary or should the District determine, in its sole discretion, that sponsorship is not appropriate. Upon cancellation or termination of this Agreement in accordance with its terms, Agency shall not be entitled to any payment from the District or the trip participants and shall refund all deposits as provided in this Agreement.

**MISCELLANEOUS PROVISIONS**

This is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the parties. It shall be read as a whole.

Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

Any notices to parties required by this Agreement shall be delivered or mailed, U.S. first class postage prepaid addressed as follows:

LOS RIOS COMMUNITY COLLEGE DISTRICT  
General Services  
1919 Spanos Court  
Sacramento, CA 95825

AGENCY  
*Educational Performance Tours*  
*199 3rd Street*  
*Staten Island, NY 10306*

Either party may amend its address for notice by notifying the other party in writing.

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act.

This Agreement shall be governed by the laws of California excluding its choice of law rules. The Superior Courts of Sacramento County and the Federal Courts of the Eastern District of California shall have jurisdiction over its subject matter and shall be the appropriate venue for any disputes arising out of this Agreement.

It is understood and agreed that Agency (including its employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Agency shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent and shall have no authority, express or implied, to bind District to any obligations whatsoever.

Agency represents and warrants to the District that it has, and at its sole cost and expense will maintain, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Agency to practice its profession or provide any services under the Agreement.

In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

LOS RIOS COMMUNITY COLLEGE  
DISTRICT, a Community College District

(TRAVEL AGENCY)

BY: \_\_\_\_\_

BY: *Andrea Cistadoro*  
Seller of Travel  
California Registration No. \_\_\_\_\_

**From:** [Harman, Joany](#)  
**To:** [Worth, Debra](#); [Kirklin, Kathleen](#)  
**Cc:** [Snowden, Robert "BJ" \(Dr.\)](#); [Quintell, Melonie](#); [Haney, Brenda](#); [Swanson, Mary](#)  
**Subject:** Status Update: Educational Performance Tours requisition  
**Date:** Thursday, April 19, 2018 10:26:36 AM  
**Attachments:** [image001.png](#)

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This requisition is in for final audit and will then go to VPA for approval. It is being submitted with a request to district purchasing to RUSH. Do we need to have the check overnighted to the vendor? If yes, there will be a charge so a budget will have to be identified to pay it.

Thank you,



**Joany Harman** | Business Services Supervisor  
Folsom Lake College | 10 College Parkway | Folsom, CA 95630  
p. 916.608-6622 | f. 916.608.6553 | [harmanj@flc.losrios.edu](mailto:harmanj@flc.losrios.edu) | [www.flc.losrios.edu](http://www.flc.losrios.edu)

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**From:** Worth, Debra  
**Sent:** Wednesday, April 18, 2018 8:42 PM  
**To:** Harman, Joany <harmanj@flc.losrios.edu>; Kirklin, Kathleen <KirkliK@flc.losrios.edu>; Swanson, Mary <swansomc@flc.losrios.edu>  
**Cc:** Snowden, Robert "BJ" (Dr.) <SnowdeR@flc.losrios.edu>; Quintell, Melonie <QuinteM@flc.losrios.edu>  
**Subject:** FW: Debra Worth, Professor of Dance and Anthropology, Dr. Robert Snowden, Dean of Instruction, Visual & Performing Arts, Languages & Literature - Educational Performance Tours

Here is the Travel Agent Agreement from EPT (Educational Performance Tours).

Debi

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Debi Worth, Professor of Dance and Anthropology  
Folsom Lake College Dance Department, Chair  
Curriculum Committee, Chair (2013-2015)  
[worthd@flc.losrios.edu](mailto:worthd@flc.losrios.edu)

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**From:** Educational Performance Tours [eptmail@yahoo.com]  
**Sent:** Wednesday, April 18, 2018 1:49 PM  
**To:** Worth, Debra  
**Subject:** Debra Worth, Professor of Dance and Anthropology, Dr. Robert Snowden, Dean of Instruction, Visual & Performing Arts, Languages & Literature - Educational Performance Tours

Dear Debra and Dr. Snowden,

Andrea Cristadoro our Director of Operations spoke with the Secretary of State, State of California, Mark, 916-695-1168 and he told Andrea over the phone that our application would not be able to even be reviewed for 16 days at the earliest.

Please feel free to speak with Mark or Lon (in the same office) his # is 916-695-1575, but Mark told Andrea this, on the day we spoke about this issue of the Travel Agent Agreement.

Attached please find the requested copy of the completed Travel Agent Agreement with the California Sellers Number left blank, as per Kathleen Kirklin's directions.

As this is beyond my area of expertise, should you have any additional questions, please feel free to speak with Andrea Cristadoro our Director of Operations at 1-800-972-6813.

Thank you for your request!!

Speak with you again soon!!

Best regards,

Ellen Birch  
Tour Director  
**Educational Performance Tours LLC**  
199 3rd Street  
Staten Island, NY 10306  
800-972-6813 toll free /718-351-3358 fax  
[eptmail@yahoo.com](mailto:eptmail@yahoo.com)  
[www.educationalperformancetours.org](http://www.educationalperformancetours.org)  
Like Us On Facebook!

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**From:** "Worth, Debra" <[WorthD@flc.losrios.edu](mailto:WorthD@flc.losrios.edu)>  
**To:** "[eptmail@yahoo.com](mailto:eptmail@yahoo.com)" <[eptmail@yahoo.com](mailto:eptmail@yahoo.com)>  
**Cc:** "Snowden, Robert "BJ" (Dr.)" <[SnowdeR@flc.losrios.edu](mailto:SnowdeR@flc.losrios.edu)>  
**Sent:** Wednesday, April 18, 2018 3:13 PM  
**Subject:** FW: Debra Worth, Professor of Dance and Anthropology, Dr. Robert Snowden, Dean of Instruction, Visual & Performing Arts, Languages & Literature - Educational Performance Tours

Hi Ellen.

Do you have an e-mail or letter from the CA Sec of State stating that applications for California vendor applications will not be reviewed or accepted for 16 days?

The LRCCD is needing verification. debi

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Debi Worth, Professor of Dance and Anthropology  
Folsom Lake College Dance Department, Chair  
Curriculum Committee, Chair (2013-2015)  
[worthd@flc.losrios.edu](mailto:worthd@flc.losrios.edu)

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**From:** Snowden, Robert "BJ" (Dr.)  
**Sent:** Wednesday, April 18, 2018 11:30 AM  
**To:** Worth, Debra  
**Subject:** RE: Debra Worth, Professor of Dance and Anthropology, Dr. Robert Snowden, Dean of Instruction, Visual & Performing Arts, Languages & Literature - Educational Performance Tours

We are working through this. Is there an email or message from the state saying that the applications won't be processed for 16 days?

-----Original Message-----

From: Worth, Debra

Sent: Friday, April 13, 2018 2:50 PM

To: Snowden, Robert "BJ" (Dr.) <[SnowdeR@flc.losrios.edu](mailto:SnowdeR@flc.losrios.edu)>

Subject: FW: Debra Worth, Professor of Dance and Anthropology, Dr. Robert Snowden, Dean of Instruction, Visual & Performing Arts, Languages & Literature - Educational Performance Tours

Andrea Cristadoro

Director of Operations

Educational Performance Tours

199 - 3rd Street

Staten Island, NY 10306

Toll Free 1-800-972-6813 // Fax 718-351-3358