

PURCHASE ORDER NO. CBF13020SA

SERVICE AGREEMENT NO. 45131

10 College Parkway
Folsom, CA 95630

PO Date: 10/11/2012 Date Required:

Ordered By: DAVID WILLIAMS Requisition #: 34007

VENDOR: SHER, ADRIENNE
2666 DONNER WAY
SACRAMENTO CA 95818

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

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

PH: 916.804.3402

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	SERVICE AGREEMENT FOR: PHOTOGRAPHY SERVICES FOR FOLSOM LAKE COLLEGE THEATRE ARTS DEPT. FROM: 10/01/2012 - 11/18/2012	1.00	LOT	\$175.000	\$175.00
	TO INCLUDE: PROMOTIONAL PHOTOGRAPHS FOR FALL 2012 PRODUCTION OF "Romeo and Juliet" - Publicity, Headshots, Archives				
	Shipping/Handling (taxable)				

INSTRUCTIONS:

Sub Total

State Tax % State Tax

Shipping

Total PO Amount

All shipments, invoices, and correspondence must be identified with our Purchase Order Number
Direct all deliveries and delivery documents to the SHIP TO address.
Direct all correspondence and invoices to the BILL TO address.
NO PAYMENT will be made without an invoice.

Payment Terms: NET 30

AUTHORIZED SIGNATURE AND DATE
Kathleen Funklen 10/12/12

FOLSOM LAKE COLLEGE
EL DORADO CENTER • RANCHO CORDOVA CENTER

- CHECK ONE**
- ASG(71,72)
 - College Act. Trust(81.89)
 - Foundation(83)
 - IR(13, 14)
 - Three Stages(55)

FLC BUSINESS SERVICES
CAMPUS-BASED REQUISITION

9-25-12

2012 OCT 10 P 4:07

DATE _____
 VENDOR Adrienne sher REQ. # CBF 34007
 ADDRESS 2666 Donner Way PO REQUIRED(circle one) YES NO
 CITY Sacramento P.O. # CBF 130205A
 STATE CA ZIP 95818 DATE REQUIRED _____

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Promotional Photography for "Romeo &				\$175.00
2	Juliet" at Folsom Lake College in the				
3	Fall 2012 semester				
4					
5					
6					
7					
8					
9					
10					

Check Distribution

Call Student, Hold for pick up # _____
 Call _____, Hold for pick up # _____
 Forward to _____
 Inter-Campus mail to _____
 USPS mail
 Other _____

Sub-Total	\$175.00
Sales Tax	
Freight	
TOTAL	\$175.00

Theatre Arts / SCOFL / 5100 ~~11~~ / 14 / FL.VI.AR07/10070 / 00000/077A \$175.00
 Account Name Bus Unit Account Fund Department Program Class Project Amount
 _____ / _____ / _____ / _____ / _____ / _____ / _____ \$ _____
 Account Name Bus Unit Account Fund Department Program Class Project Amount

AUTHORIZED Rutnc. Nielsen
 Club Officer/Requestor
 APPROVED [Signature]
 Faculty Advisor/Administrator

Business Services Use Only

Budget Checked D Vendor ID 776
 Voucher # _____ Date _____
 Warrant # _____ Date _____

LOS RIOS COMMUNITY COLLEGE DISTRICT
SERVICE AGREEMENT

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

No. 45131

Attachment to Purchase Order No. _____

This Agreement entered this 25 day of September and between the Los Rios Community College District (District) and
(CONTRACTOR), Adrienne Sher CONTRACTOR No. _____ Social Security No. 559-68-6267

Business Name (if different) _____ FIN No. _____

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

Telephone No. 916-804-3402 (SSN or FIN No. must be provided for payment)

Address 2666 Donner Way City and State Zip Sacramento, CA 95818

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) 10-1-12 to (date) 11-18-12 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.

Promotional photography for "Romeo & Juliet" at Folsom Lake College during the Fall 2012 semester.

2. Compensation. For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 175.00, 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: NET 30 DAYS upon receipt of invoice 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: _____ All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

5. Independent CONTRACTOR not Agent.

- 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.
- 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.
- 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.
- 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.
- 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.
- Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- 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.
- 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) Adrienne Sher
Signature of CONTRACTOR Adrienne Sher Date 10/1/12 Requisition # CBF 34007

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

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>photographer. Spring 2012 semester</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 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.) _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Can the contractor quit for any reason other than the District's breach of contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract? | <input type="checkbox"/> | <input checked="" 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:
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: Ruth C. Nielsen Date: 10/9/12

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No CBR 340007
Description of Services photography services -
Fall 2012

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 checked="" type="checkbox"/> | <input 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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. The contract is with a firm. | <input type="checkbox"/> | <input checked="" 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"/> |

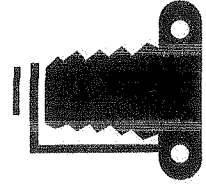
If the services do not qualify under Section I or II, then the services must be completed by District staff and the requisition cannot be processed.

Certified by: *Ruth C. Niemi*
(Dean or other Authorized Signatory)

Date: 10/9/12

Adrienne Sher

Folsom Lake College
Dean of Instruction



OCT 04 2012

Photography

(Date)
Received

For:

Folsom Lake College
10/1/2012

Estimate of Services

Photos – Fall 2012
“Romeo and Juliet”

Publicity
Headshots
Archives

TOTAL

\$175.00



Adrienne Sher
2666 Donner Way
Sacramento, CA 95818
(916) 455-0163