

FOLSOM LAKE COLLEGE
EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway
Folsom, CA 95630

PURCHASE ORDER NO. CBF16050

HARRIS CENTER 5TH ANNIVERSARY

PO Date: 12/17/2015 Date Required:

Ordered By: SALLY HOWARD Requisition #: 768186

VENDOR: MARCIA DURST dba DURST EVENT STRATEGIES
2201 FRANCISCO DRIVE
EL DORADO HILLS CA 95762
Email: Marcia@Durst Events.com

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: 916.941.6714 FAX:

| Line # | Item/Description | QTY | UOM | PO Price | Extended Amount |
|--------|--|------|-----|-------------|-----------------|
| 1 | Service Agreement No. 45347 for Event Planning & Management From: January 4 - March 8, 2016 For: Folsom Lake College, Harris Center for the Arts 5th Anniversary | 1.00 | JOB | \$3,000.000 | \$3,000.00 |
| | Services to Include: Pre-Event Planning, Onsite Event Management and Post Event Review | | | | |
| | Payment Terms: Services to be billed in two equal installments. January 15, 2016 \$1,500.00 - Invoice Required March 08, 2016 \$1,500.00 - Invoice Required | | | | |
| | Hourly Rate: | | | | |
| | Pre-event work exceeding 20 hours to be billed at the non-profit rate of \$60/hour with prior authorization required. Hourly billing will be submitted post-event. | | | | |
| | Folsom Lake College Contact: Sally Howard, Director of College Advancement / FLC Foundation | | | | |
| | Shipping/Handling (taxable) | | | | |

INSTRUCTIONS:

EMAIL INVOICE TO:
Brenda Haney 916.608.6635
haneyb@flc.losrios.edu

State Tax %

Sub Total

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 Kuklin 12/17/15

Los Rios Community College District

Requisition

Page _____ of _____

Req. No. **768186**

P.O. NO. **CBF 16050**

| |
|-------------|
| Vendor Code |
| Approved |
| Terms |
| F.O.B. |

DATE 12/4/15
 VENDOR Durst Event Strategies
 ADDRESS 2201 Francisco Pl.
 CITY El Dorado Hills STATE CA ZIP 95762
 PHONE 916 941 6714 FAX _____

| | |
|---------------------------|---------------|
| DELIVERY INSTRUCTIONS | |
| Location Code | |
| College/District Location | Department |
| 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 | Event coordination | 20 | hr. | 150.00 | 3000 |
| 2 | HEA 5th Anniversary | | | | |
| 3 | | | | | |
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| Purchases Charged to Categorical Programs, Grants or Special Projects | | Sales Tax |
| This purchase is in compliance with the requirements of _____ | | |
| Program Name | Project/Grant Number | |
| Program Director/Coordinator Signature _____ For grants/special projects | | Total |
| Program Goal/Objective Number/Explanation | | 3000 |

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: Sally Howard TYPED/PRINT DATE 12/4/15

REQUESTED BY: [Signature] SIGNATURE DATE 12/4/15

AUTHORIZED: Rachel Rosenthal DEAN OR AUTHORIZED SIGNATURE DATE 12/8/15

APPROVED: Kathleen Gunkler VICE PRESIDENT, ADMINISTRATION DATE 12/10/15

| | | | | |
|-----------|-----------|------|-----------|---------|
| Bus. Unit | Account* | Fund | Org | |
| 70903 | 00000 | 1516 | 6405 | \$ 3000 |
| Program | Sub-Class | BY | Proj/Grnt | Amount |
| | | | | |
| Bus. Unit | Account* | Fund | Org | |
| | | | | \$ |
| Program | Sub-Class | BY | Proj/Grnt | Amount |
| | | | | |

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code _____ Dept. _____

Building _____ Room No. _____

Instructions on Reverse

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. 4530

Attachment to Purchase Order No. _____

This Agreement entered this 4th day of December and between the Los Rios Community College District (District) and
(CONTRACTOR), Marcia Durst CONTRACTOR No. _____ Social Security No. _____
Business Name (if different) Durst Events FIN No. 41-2191262
Check One: Sole Proprietorship Partnership _____ Corporation _____ Check One: U.S. Citizen _____ Resident Alien _____ Non-resident Alien _____
Telephone No. 916 941 6714 (SSN or FIN No. must be provided for payment)
Address 2201 Francisco St. City and State Zip El Dorado Hills CA 95762
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) 1/4/16 to (date) 3/8/16 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 \$ 3000 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: Equal installments 1/9/16, 3/1/16 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: scope of work
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) Marcia Durst DBA Durst Events Strategies
Signature of CONTRACTOR [Signature] Date 12/4/15 Requisition # _____
DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator



**Razzle Dazzle
Harris Center for the Arts 5th Anniversary Reception
2016**

SCOPE OF WORK & FEE SCHEDULE

**Harris Center for the Arts
Fifth Anniversary Reception
March 3, 2016**

Pre-Event Planning and Onsite Event Management

Pre-Event Planning, Post Event Review

(maximum of 20 hours)

- Generate pre-event timeline detailing planning, production, budget, and delivery deadlines
- Generate event layout
- Generate detailed day-of-event timeline
- Consultation on silent auction
- Review agreements and terms with various event suppliers and make recommendations based on industry trends and market conditions
- Sponsorship fulfillment when necessary
- Review vendor invoices on request to assure accuracy
- Participate in committee and/or staff planning and debriefing sessions as requested
- Facilitate up to two local pick up and returns of donated props
- Facilitate two entertainment acts
- Use of décor items fitting with event theme (complimentary)

Onsite Event Management

- Oversee all operations, deliveries and event load in
- Oversee event execution and dismantle

Fee

Fee for services described \$3000

Payment Schedule

Services are billable in two equal installments as follows:
January 15, 2016
March 8, 2016

Hourly Rate

Pre-event work exceeding 20 hours to be billed at the non-profit rate of \$60/hour with prior authorization. Hourly billing will be submitted post-event.

**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.

- | | | | |
|----|--|----------------------------|---------------------------------------|
| 1. | Has this person ever been employed by the District? If so, please explain when and in what capacity _____ | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N |
| 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 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 type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" 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 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% - <input checked="" type="checkbox"/> 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: Sally Howard Date: 12/4/15

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No _____
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 checked="" type="checkbox"/> | <input 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 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: *Sally Howard*
(Dean or other Authorized Signature)

Date: 12/4/15

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:

Jesse Howell 12/1/15
Employee/Date

Selection Committee Member/Date

Requisition Number

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: | |