## LOS RIOS COMMUNITY COLLEGE DISTRICT

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.

### **PURCHASE ORDER NO 0001096430**

Date	Revision	Page
01/05/2018		1
<b>Payment Terms</b>	Freight Terms	Ship Via
NET 30 S	Shipping Point	Best Metho
Reference:	Lo	cation / Dept
1010519 HOWA	RDS SHEWMAKERN SH	EAM/MMAK

Supplier: 0000001952

FOLSOM CHAMBER OF COMMERCE

200 WOOL STREET FOLSOM CA 95630

email:

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?

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	MEMBERSHIP FOR FLC	1.00EA	75.00	75.00	12/21/2017
2- 1	MEMBERSHIP 2 EXTRA LISTINGS FOR HCA AND FLCF	1.00 EA	80.00	80.00	01/03/2018
3- 1	MARKETING SERVICES	1.00EA	3,025.00	3,025.00	01/03/2018

TWO-WAY MATCH, PLEASE PAY 2017-2018 INVOICE

Sub Total Amount Sales Tax Amount Total PO Amount

3,180.00
0.00
3,180.00

BU	Acct	<u>Fd</u>	Org Prog Sub	Proi	<u>Amount</u>	<u>BYear</u>
GENFD	5300	11	FL.CP.COAD 67100 00000	041A	75.00	2018
GENFD	5300	12	FL.CP.COAD 67100 00000	696A	80.00	2018
GENFD	5890	11	FL.CP.COAD 67100 00000	041A	1,707.01	2018
GENFD	5890	12	FL.CP.COAD 67100 00000	696A	1,317.99	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.
- ROB 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 <u>may</u> be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees <u>may</u> be exposed to contact the LRCCD General Services Department at (916) 568-3048.
- 19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
- 20. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Requisition 1096430 Supplier: FOLSOM CHAMBER OF COMMERCE 0000001952 **Business Unit** GENFD OPEN 200 WOOL STREET FOLSOM CA 95630 Rea ID: Date Page 0001010519 12/21/2017 **United States** Requisition Name: Folsom COC email: Requester Sally Howard RECEIVING Ship To: Requester Signature 10 COLLEGE PARKWAY FOLSOM CA 95630-6798 Buyer: Nicholas Shewmaker Approved: HARMANJ 21-DEC-2017 Line-Schd Description Quantity UOM Price Extended Amt Due Date 1-1 EXECUTIVE LEVEL MEMBERSHIP WITH THE EA 3,180.00 3,180.00 **GREATER FOLSOM PARTNERSHIP 2017-2018** Total Requisition Amount: 3,180.00 TWO-WAY MATCH, PLEASE PAY 2017-2018 INVOICE Membership PAPER REQ WITH SIGS BU <u>Org</u> <u>Prog.</u> <u>Sub</u> FL.CP.COAD 67100 00000 **Amount** GENFD 5300 11 041A 1,782.00 GENFD 5300 12 FL.CP.COAD 67100 00000 696A 1,398.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of PACF Muniformal For grants/special projects

Name:

Approval Signature	Approval Signature	Approval Signature

1782.00 1398,00





Harris Center/Folsom Lake College Company:

Name: Sally Howard Address: 10 College Way Phone: (916) 608-6500

HowardS@flc.losrios.edu Email:

## **Executive Level Membership**

The following sets forth the 2017-2018 Membership and Services contract between the Folsom Chamber of Commerce and Folsom Lake College

Marl	keting	Services	Section
		~ ~	~

- 2 tickets to State of The City Luncheon January 18, 2018
- 2 tickets to Folsom Chamber Awards Luncheon March 2018
- 2 tickets to Future Folsom Nov 2018
- Top 5 Newsletter advertising (6 large ads/6 weeks \$200 each, get one complimentary)
- Relocation Guide 2018 advertising ½ page ad (Printed January 2018)
- Event Boards Tourism grant pricing (2 times a year on all 6 signs-\$600 per event)

\$80 \$80

\$70 \$1000

\$595

\$1200

TOTAL MARKETING & PROMOTIONS ......\$3,025

# Membership Section

Non-Profit Membership .....

\$75 annually

- Annual membership July 1, 2017-June 30, 2018
- Upgraded Directory Listing with 1 category
- Website link on directory
- Ribbon Cutting
- Chamber Plaque
- Advocacy

2 extra listings HEA # FICE \( \) \$80 Folsom Lake College, Harris Center of the Arts and Folsom Lake College Foundation

TOTAL MEMBERSHIP

...\$155

# **Payment Section**

Folsom Lake College agrees to:

Pay the sum of \$3,180

Make Checks Payable to: Folsom Chamber of Commerce

Hornd

Send to: 200 Wool Street Folsom, CA 95630

IN WITNESS WHEREOF, CHAMBER has caused this Agreement to be executed by its proper representatives We thank you for your membership and appreciate your support of the Folsom Chamber of Commerce! Please sign, date and return this agreement to: Shannon Cheyne at <a href="mailto:scheyne@folsomchamber.com">scheyne@folsomchamber.com</a>

Rep Signature

Date

Joe Gagliardi, CEO

Folsom Chamber of Commerce

December 7, 2018

From: <u>Haney, Brenda</u>

To: <u>Harman, Joany;</u> <u>Howard, Sally</u>

Cc: <u>Shewmaker, Nicholas</u>

Subject: Budget Transfer Required for\_ PO\_0001096430\_FOLSOM COC / Fund 12 Signature Required

**Date:** Thursday, January 4, 2018 10:02:51 AM

Attachments: 0001096430 FOLSOM COC.PDF

Importance: High

**Joany** – District has confirmed that a 5890 budget is required for the \$3,025.00 Marketing Services portion of this Folsom COC Membership requisition.

PO\_0001096430 has been revised to accommodate this change using the two budget strings provided on OLR\_0001010519, which will require the following budget transfers to clear PO. Copy of PO Draft and Revised OLR attached – all pre-encumbrances have been released to allow for funds transfer.

- Move \$1707.00 from GENFD 5300 11 FL.CP.COAD 67100 00000 041A to GENFD 5890 11 FL.CP.COAD 67100 00000 041A
- Move \$1318.00 from GENFD 5300 12 FL.CP.COAD 67100 00000 696A to create GENFD 5890 12 FL.CP.COAD 67100 00000 696A

**Sally** – Please sign the CATG BOX for Fund 12 approval on attached OLR\_0001010519 – (page 3 of attached pdf), and email back to me, as it was not signed on original paper requisition.

Thank you,
Brenda Haney

**Business Services** 

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

From: <u>Haney, Brenda</u>
To: <u>Shewmaker, Nicholas</u>

Subject: RE: Reg# 0001010519 Folsom Chamber Of Commerce / PO 0001096430

Date: Wednesday, January 3, 2018 3:50:18 PM

Attachments: DOC010318.pdf

#### Hi Nick -

I've attached revisions to accommodate the change in budget coding.

- o Note: You may need to release the pre-encumbrance from the OLR for both budgets before making changes to PO ??
- o Can you create PO Lines 1, 2 and 3 as follows (see attached revision) -
  - ➤ Note: PO will be in budget error for 5890 lines until we move funds between 5300 & 5890
  - o Line# 1 Membership for FLC \$75.00 041A
  - o Line# 2 Membership 2 Extra Listings for HCA and FLCF \$80.00 696A
  - o Line# 3 Marketing Services \$3025.00 Split Budget: 041A \$1707.00 / 696A \$1318.00

I'll request budget transfer and fund 12 signature – once you have the PO revised.

Thank you,

## Brenda Haney

**Business Services** 

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

**2** 916.608.6635 | ⊠ <u>haneyb@flc.losrios.edu</u>

From: Shewmaker, Nicholas

**Sent:** Wednesday, January 3, 2018 3:28 PM **To:** Haney, Brenda <a href="mailto:barbased">haneyb@flc.losrios.edu</a>>

**Subject:** Req# 0001010519 Folsom Chamber Of Commerce

Hi Brenda,

I have confirmed with Acct Ops that while the Member Section of this expense (\$155.00) should be charged to a 5300 account, the remaining \$3,025 is marketing services and should be charged to a 5890 account.

Please let me know if you have any questions.

Thanks,

Nick Shewmaker

Buyer III

Los Rios Community College District, 1919 Spanos Ct., Sacramento, CA 95825

Phone: 916-568-3072 Fax: 916-568-3145

Pageof _	Los	Rios	Commi	unity Co	olle	ge	Dis	strict	OLR
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